

**VERMONT YOUTH DEVELOPMENT CORPS AMERICORPS STATE PROGRAM HOST SITE AGREEMENT
PROGRAM YEAR 2018-2019**

This Agreement is made and entered into by and between the Washington County Youth Service Bureau/Boys & Girls Club (hereinafter referred to as "Sponsor"), sponsor of the Vermont Youth Development Corps AmeriCorps State Program (herein referred to as "VYDC"), located at P.O. Box 627/38 Elm Street, Montpelier, Vermont 05601-0627, and the following Host Site Organizations (hereinafter referred to as "HSO")

Name of Organization	Bristol Hub Teen Center & Skate Park	EIN: 03-6000401
Contact Information	<u>Mailing:</u> PO Box 249, VT 05443-0249 <u>Location:</u> 110 Airport Drive, Bristol, VT 05443-0000 <u>Email:</u> bristolhub@gmail.com Supervisor: Alex Mihavics, Assistant Director	Phone: 802.453.3678

The Agreement consists of this page together with Appendices A and B. Together they embody the entire commitment with respect to the subject matter hereof. All prior agreements, representations, statements and understandings are superseded hereby. This agreement is effective **1 September 2018** (the first day that VYDC AmeriCorps members may begin service) and remains in effect until all terms and conditions hereof have been satisfied.

By executing this agreement, the Sponsor, as the subgrantee of the Corporation for National and Community Service (Corporation), and the organization named above, as the VYDC Host Site Organization and supervisor of VYDC AmeriCorps member(s), hereby agree to comply with all obligations contained in Attachments A and B to this agreement for the **2018-2019** AmeriCorps Program year. This is a binding contract entered into for valuable consideration and may be enforced by the Sponsor or HSO.

For the **2018-2019** Program Year, VYDC anticipates placing up to the equivalent of **1 Reduced Fulltime** member(s) at the HSO.

Sponsor has caused this Agreement to be executed by these duly authorized agents on the
WASHINGTON COUNTY YOUTH SERVICE BUREAU/BOYS & GIRLS CLUB

By: _____
Kreig Pinkham, Executive Director

By: _____
M. Kadie Schaeffer, Director of National Service Programs

Date: _____

Date: _____

HSO has caused this Agreement to be executed by these duly authorized agents on the

By: 
Executive Director

By: _____
Chair of the Board (if applicable)


Printed Name: Meredith McFarland

Printed Name: _____

Date: 3/21/2019

Date: _____

I, the individual who will be supervising the VYDC AmeriCorps member, have read, understood, and agree to abide by the terms and conditions outlined on this page of this Host Site Agreement.

Supervisor's Signature: 

Date: 3/20/19

APPENDIX A**VYDC Member Term At-A-Glance (explained in detail below)**

Type of Position	Minimum # of Hours	Time Frame	Member Living Allowance	Site's Contribution to Living Allowance: ½ of Total	FICA -- Site Pays 100% Rate: 7.65%	Workers' Comp Site pays 100%	Health Insurance Site Pays 100% if member chooses coverage	Operational Match, Cash or In-kind (supervision, space, mileage, equipment, etc.)	Cash Contribution	Education Award (paid by CNCS)	Latest Start Date (without written permission from VYDC)
Fulltime	1,710 Hours	10-12 Months	\$13,800	\$6,900	≈\$1,056	Determined by Site's rate	For members serving in a fulltime capacity. \$304.25 per month (as of 1 Sep 2018; subject to change every September)	\$10,000	\$550	\$5,920.00	31 October 2018
Reduced Fulltime	1210 Hours	8-12 Months	\$9,742	\$4,871	≈\$745			\$8,000	\$500	\$4,414.00	31 January 2019
Halftime	910 Hours	5-12 Months	\$7,306	\$3,653	≈\$559			\$6,000	\$450	\$2,960.00	31 March 2019
Reduced Halftime	680 Hours	4-12 Months	\$5,480	\$2,740	≈\$419			\$5,000	\$350	\$2,255.24	30 April 2019
Quarter Time	455 Hours	3-6 Months	\$3,654	\$1,827	≈\$279			\$2,000	\$250	\$1,566.14	31 May 2019
Minimum Time	305 Hours	3-6 Months	\$2,436	\$1,218	≈\$186			\$1,000	\$150	\$1,252.91	31 May 2019

In order that the requirements of the Corporation For National and Community Service (CNCS) shall be met, the Host Site Organization (HSO) shall fulfill the following duties:

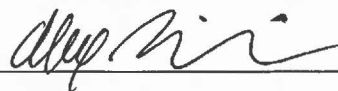
I. MEMBERSHIP REQUIREMENTS

The HSO shall apply the following minimum requirements for AmeriCorps program membership: The member must

- A] Be at least 18 years old, or 17 years old with permission of parent/guardian;
- B] Be a United States citizen, United States national, or lawful permanent resident alien;
- C] Have a high school diploma or certificate of equivalency (e.g., GED) or be willing to work toward such a goal as part of his or her AmeriCorps service year;
- D] Be cleared through a National Service Criminal History Check, pursuant to the VYDC

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Date: _____


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National Service Criminal History Check Policy, which consists of the following three (3) components:

- [1] A nationwide name-based-search of the Department of Justice (DOJ) National Sex Offender Public Website (NSOPW); and
 - [2] A name- or fingerprint-based search of the official state criminal history registry for the state in which the individual in a covered position will be primarily serving or working and for the state in which the individual resides at the time of the application; and
 - [3] Submission of fingerprints through a state central record repository for a fingerprint-based FBI national criminal history background check. [45 CFR §2540.203(b)]
- E]** Be accompanied when in the presence of youth or other vulnerable populations until members have been cleared by VYDC through the VYDC National Service Criminal History Check Policy;
- F]** Be cleared through both the Vermont Adult Abuse and the Vermont Child Abuse Registries. VYDC/Sponsor will conduct both the Vermont Central Child Abuse Registry check (VT Department for Children and Families) *and* the Vermont Adult Abuse Registry check (VT Department of Disabilities, Aging and Independent Living);
- G]** Be eligible to be enrolled in the National Service Trust—
- 1]** Individuals may not have served more than four (4) terms of service. The 4 terms include incomplete terms in which members served more than fifteen percent (15%) of total hours, regardless of the reason for not completing service; and incomplete terms in which members served for less than fifteen percent (15%) of total hours and were released for misconduct; and
 - 2]** Individuals may not receive more than the amount equal to the aggregate value of two (2) full-time education awards. The amount of each fulltime education award will be the equivalent to the maximum value of the Pell Grant for the award year in which the term of service was funded.
- H]** Not be related by blood, marriage, or civil union to HSO staff; Sponsor staff; Sponsor's Board of Director members; HSO's Board of Directors members; SerVermont program staff; or responsible Corporation for National and Community Service program staff; and
- I]** Be approved by VYDC staff prior to starting service.

The HSO may impose additional requirements during the recruitment and selection process, subject to relevant laws and VYDC/Sponsor approval.

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II. ENROLLMENT OF MEMBERS

- A] HSO shall **recruit, interview, and select** each AmeriCorps member by the deadline set by the VYDC Program Director. In no case shall members be enrolled after the deadline set in the chart on page 2, without written permission from VYDC Program Director.
- B] The HSO shall adhere to the following VYDC **hiring guidelines** before selecting a member:
- 1] HSO will conduct **two interviews** with each prospective member.
 - 2] HSO will review the Member Position Description and basic AmeriCorps and VYDC information with each prospective member.
 - 3] HSO **will contact and speak with two references** for each prospective member.
 - 4] **HSO will follow all applicable federal, state, and local laws; HSO will not discriminate in hiring and will ensure that equal opportunity is afforded to all applicants.** HSO shall not discriminate on the basis of the following: **age** (under the Age Discrimination Act of 1975); **handicap** (under section 504 of the Rehabilitation Act of 1973); **race, color, national origin** (under Title VI of the Civil Rights Act of 1964); **ethnicity; sex**, including in on the grounds that a woman is pregnant; **religion; political affiliation; marital status; sexual orientation; or gender identity.**
 - 5] **Pursuant to section 504 of the Rehabilitation Act of 1973**, HSO has taken all reasonable measures to ensure that its facilities are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.
- C] HSO will inform VYDC of its selection, and VYDC will review the application, and will contact and interview the applicant, and then inform the site whether the applicant is approved to serve in VYDC.
- D] HSO shall have the applicant sign a Commitment Agreement, and will send that Agreement to VYDC.
- E] After an applicant has been selected and approved, the HSO shall adhere to the following selection guidelines:

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Date: _____

3/20/19

- 1] HSO shall ensure that prospective member and the supervisor complete all necessary paperwork, and HSO shall ensure that the complete application packet is received by the VYDC Program Director by the required submission date; and
- 2] HSO shall ensure that a Member Agreement and Member Position Description are signed prior to the member beginning service.
- 3] As part of the application and screening process, the HSO shall, to the extent permitted by Vermont law, follow the VYDC **National Service Criminal History Check Policy**.

III. DESCRIPTION OF MEMBERS' SERVICE

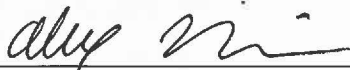
The HSO shall, prior to the start of the service term, create and provide to each prospective member a Member Position Description. The Member Position Description (MPD) will be on a form provided by VYDC and the MPDs must be approved by VYDC before prospective members sign. In addition to VYDC member requirements, the MPDs will set forth the essential duties for the term of service; and it must include a focus on developing, strengthening, and implementing youth development activities that help foster pro-social youth behaviors. The MPDs shall establish guidelines and definitions for the successful completion of the program term, ensuring that these position duties meet the service hour requirements of AmeriCorps. It shall provide for direct and meaningful service activities and performance criteria that are appropriate to the skill level of the member. The MPDs, together with the Member Agreement set forth the entirety of requirements and expectations of service. The MPDs will be signed by both prospective members and supervisors, and then submitted to the VYDC Program Director. The signed MPDs will be incorporated into the Member Agreements as an appendix. The MPD must be signed and on file with VYDC prior to members counting any service hours. The HSO shall support members in completing essential duties. The HSO must obtain written permission from VYDC before amending or revising the MPD.

IV. WHAT HSO PROVIDES TO MEMBERS

At the start of the members' term of service, HSO shall establish guidelines and definitions for the members' successful completion of the program year and shall provide members with each of the following during the members' term of service:

- A] **Sufficient tasks** to achieve a minimum hour requirements (1,710 hours for fulltime; 1,210 for reduced fulltime; 910 for halftime; 680 for reduced halftime; 455 for quarter-time; and 305 for minimum-time).

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- B]** Clear expectations about when (**days and times**) member needs to be engaged in service, on or off site.
- C]** Appropriate **office space**, as determined by the Member Position Description, that complies with **drug-free laws, smoke-free laws, and the Americans with Disabilities Act.**
- D]** **Reasonable accommodations**, as required under the Americans with Disabilities Act. Pursuant to Title I of the Americans with Disabilities Act of 1990 (the "ADA"), HSO agrees to provide reasonable accommodation to qualified individuals with disabilities.
- E]** Adequate access to **office equipment, systems, and supplies**, necessary to successfully complete AmeriCorps requirements. Equipment, systems, and supplies include but are not limited to the following: telephone, internet access, email account, paper and pens, and computer that supports Microsoft Office Programs.
- F]** A living allowance, as is more fully described below.
- G]** Training necessary to perform the tasks required in the Member Position Description, including specific training in particular areas needed to complete assignment and background information on the community served.
- H]** Adequate supervision by qualified supervisor, including the following: a one-hour, one-on-one supervision meeting at least once a week at a regularly scheduled time, and ongoing support for each AmeriCorps member throughout the program year.
- I]** Enforcement of the VYDC code of conduct for members (see **2018-2019 Member Agreement**).
- J]** As is more fully described above and below, a written expression of the member's service requirements, expectations, and progress.
- K]** A thorough, on-site orientation about the HSO and the community. This should include providing an outline of the HSO's philosophy, policies, and procedures. The orientation should be designed to enhance member knowledge of and sensitivity to the community. It should cover member rights and responsibilities including the VYDC's code of conduct (set forth in the Member Agreement), prohibited activities, requirements under the Drug-Free Workplace Act (41 U.S.C. §701 et seq.), smoke-free workplace, suspension and termination from service, grievance procedures, sexual harassment, other non-discrimination issues, and other topics as necessary.
- L]** Introductions to HSO's staff and help members acclimate to the HSO.

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- M]** Assistance with support services in earning a high school diploma or equivalent for any member who has not done so.
- N]** Travel reimbursement for travel related to service, including travel to VYDC, SerVermont, or Corporation for National and Community Service (CNCS) events. Travel reimbursement can be for mileage (if member drives) or for public transportation (e.g., bus or train).
- O]** Guarantee that members participate in direct service activities or capacity building activities and do not engage primarily in administrative duties (i.e., secretarial duties).
- P]** **Insurance coverage:** ensure members are covered under the HSO's Workers' Compensation coverage and Liability Coverage; ensure that members serving in a fulltime capacity, who choose health insurance through AmeriCorps, are enrolled in health insurance program and that monthly premiums are paid for the duration of members' service.
- Q]** Guarantee that all members complete the State of Vermont Department for Families and Children Mandated Reporter Web-based Training during the first two (2) weeks of service; all members must send a copy of the certificate of completion to VYDC no later than **thirty (30) days of starting service**. To learn more about mandated reporting, visit the Mandated Reporter Website at mandatedreporters.vt.gov. The Mandated Reporter Web-based Training is at <https://goto.webcasts.com/starthere.jsp?ei=1087433>.
- R]** Support members in fulfilling their duties as mandated reporters, including supporting members in making a report of abuse, neglect, or exploitation to the Department for Children and Families or the Department of Disabilities, Aging, and Independent Living.
- S]** Photo Release form on file for youth whose pictures are used for AmeriCorps purposes, such as newsletters, brochures, and social media.
- T]** **Accompaniment, pursuant to the VYDC National Service Criminal Background Check Policy and the VYDC Accompaniment Policy**, for members who have not been cleared through the VYDC National Service Criminal Background Check.
- U]** Guarantee that members or HSO beneficiaries supported by members, are not discriminated against on basis of age, handicap, race, color, national origin, ethnicity, sex, religion, political affiliation, marital status, sexual orientation, or gender identity.
- V]** Members have understanding of all site policies, especially around social media and confidentiality.

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V. LIVING ALLOWANCE FOR MEMBERS/ TERM OF SERVICE

See Chart on page 2

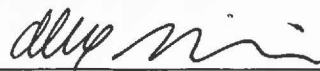
HSO will pay each member a living allowance on a weekly, bi-weekly, or semi-monthly basis. The living allowance shall be the same for each pay period and shall not be based on hours served. The HSO shall pay the entire living allowance permissible and be reimbursed on a quarterly basis. (See below)

HSO must provide **50%** of the living allowance (For the **2018-2019** service year, please see chart above (page 2) for minimum hours, timeframe in which to complete service (without written permission from VYDC), total living allowance, and HSO share. When possible, the HSO portion of the living allowance should be provided as a cash match from **non-federal sources**; if the HSO would like to use other federal sources for match, then the HSO must – **(1)** have written permission from the federal granting agency to use the funds for AmeriCorps match; **(2)** send a copy of the written permission to VYDC/Sponsor for approval, before using those funds as match; **(3)** report on the use of those funds on the Subrecipient Report Form provided by VYDC/Sponsor. The remaining 50% of the funds for the living allowance will be reimbursed to the HSO by the Sponsor, through funds from the Corporation for National and Community Service, provided that the HSO submits all required documents and reports, that all documents and reports are complete and accurate; that all required member, supervisor, and staff criminal background checks results have been received by VYDC/Sponsor; and that all documents (including member timesheets) and reports are received by the Sponsor on or before their due dates.

Prior to members beginning service, the prospective members and HSO shall establish a term of service pursuant to the timeframes in the chart above (page 2). Members must complete their service within timeframes set out by sponsor (see chart on page 2); members cannot serve beyond a period of 12 consecutive months, unless they have been suspended for a compelling personal circumstance (**See XVII. A.**) The living allowance is calculated based on the completion of service hours, not on length of service; therefore, members shall be entitled to no more than the full living allowance pursuant to the chart above (page 2), regardless of the length of time it takes for members to complete service hours. If during the service year the Sponsor/VYDC approves a request from members and HSO Supervisors to shorten the service term set forth in the Member Agreement, and if this results in members serving during fewer pay periods than initially used when calculating the living allowance, then members forfeit those living allowance payments that would have been paid had the members finished service at the original end date.

The HSO will establish the gross living allowance amounts as follows: **Count the number of pay periods during the term of service; and divide the total living allowance by the number of pay periods.**

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The HSO will not be allowed to change the members' end date, without permission from the VYDC Director. **Any request must be made in writing at least three months in advance of the members' scheduled end date.** The VYDC Director will review the request and make a determination on a case by case basis and based on AmeriCorps policies and provisions.

If members fail to turn in a timesheet(s) for a pay period, then the HSO may temporarily withhold the members' living allowance. The withholding cannot result in HSO docking the members' living allowance.

The HSO will not be reimbursed for the living allowance, if the VYDC Program Director determines that individuals (prospective members or members) are not eligible to serve:

- 1] individuals are not, or cannot provide documentation required by CNCS that they are, a U.S. citizen or national, or a legal permanent resident alien;
- 2] individuals are not at least 18 years old (or 17 years old with permission from parent/guardian);
- 3] Individuals do not have a high school diploma or GED and have not participated in a plan to get either;
- 4] individuals have served more than the allowable terms of service in national service programs;
- 5] VYDC Program Director has determined ineligibility based on the National Service Criminal History Check or VT Abuse Registry checks; and/or
- 6] individuals or the HSO violate rules, polices, or laws; and for any other reason permissible by law).

Likewise, the HSO will not be reimbursed for the member living allowance unless

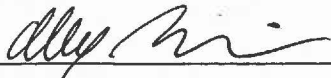
- 1] members and supervisors attend all required meetings, training sessions, and events; and
- 2] all required member forms (including but not limited to application forms, enrollment forms, timesheets, reports and documentation, and VYDC assignments),
- 3] all required program documents (including but not limited to Host Site Agreement, verification of liability, automobile, and Workers, Compensation insurance, member evaluations),
- 4] all program and financial reports and supporting documentation, and
- 5] all required financial match forms for the time period are submitted to VYDC and are on file by the due date.

VI. CASH CONTRIBUTION (MEMBER ADMINISTRATIVE FEE)

See Chart on page 2

HSO will pay a small cash administrative fee for each member (see chart on page 2). VYDC/Sponsor will send an invoice to HSO around the time that members begin service. HSO will send a check to VYDC/Sponsor by the due date on the invoice. This administrative fee is in addition to the operational match paid by HSO.

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VII. EDUCATION AWARDS FOR MEMBERS

See Chart on page 2

Upon successful completion of the term of service (successful completion is outlined in the Member Agreement and includes serving the minimum number of hours, completing VYDC requirements, and following the code of conduct), members are eligible for an education award. The Education Award is in addition to the living allowance. The Education Award is considered "income" for tax purposes in the year that it is used.

HSO shall provide each member with sufficient opportunity to complete the required number of hours to qualify for this post-service Education Award, as well as opportunities to complete all VYDC requirements. This shall include providing each member with sufficient opportunity to make up missed hours.


VIII. HOLIDAYS & PERSONAL LEAVE

Although federal holidays are suggested as AmeriCorps holidays, it is often best for the HSO to coordinate the which members take with those of its staff. Holiday hours do not count toward the minimum hours of service and training required of each member (see charts on page 2). Dr. Martin Luther King, Jr. Day is a day of service, and NOT a holiday for AmeriCorps members. Likewise, any personal leave hours granted to members by the HSO do not count toward the minimum hours of service.

IX. TAXES and WITHHOLDING

- A] Federal Insurance Contributions Act (FICA):** AmeriCorps living allowances are subject to FICA (Social Security and Medicare) tax withholding. The HSO is responsible to pay one hundred percent **(100%) of the FICA** costs for each member. (That means that 7.65% of the living allowance check is withheld and the site pays the additional 7.65% on behalf of the member.) HSO will count the 7.65% of FICA it pays as **operational match and submit that amount on the quarterly financial reports**. FICA costs should be provided from non-federal sources; if the HSO would like to use other federal sources for FICA, then the HSO must – **(1)** have written permission from the federal granting agency to use the funds for AmeriCorps match; **(2)** send a copy of the written permission to VYDC/Sponsor for approval, before using those funds as match; **(3)** report on the use of those funds on the Subrecipient Report Form provided by VYDC/Sponsor.
- B] Federal Unemployment Insurance Tax (FUTA):** "The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for members because no employer-employee relationship exists. The grantee may not charge the cost of

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unemployment insurance taxes to the grant unless mandated by state law.” [source: *AmeriCorps State and National Policy Frequently Asked Questions (FAQs) # C.23*]

- C] **State Unemployment Tax Act (SUTA):** Members **are not** subject to State Unemployment Insurance (SUI). Therefore, HSO shall not charge SUI against an AmeriCorps members’ living allowance. [In a letter to all AmeriCorps members, dated 30 June 2009, The VT Department of Labor, stated that, “. . . For unemployment purposes, you are considered to be a volunteer. As such, you living allowance checks is (sic) not considered wages and can not (sic) be used to find eligible (sic) for unemployment compensation when you finish your term of service.”]
- D] **Income taxes.** The HSO must withhold personal income taxes from the member living allowance; the HSO must ensure that each member completes the IRS W-4 form at the beginning of the term of service and providing the IRS W-2 form at the close of the tax year.

X. INSURANCE

A] Health Insurance.

CNCS requires that all fulltime AmeriCorps members have health coverage; halftime members are not eligible for health care coverage through AmeriCorps, unless they serve in a fulltime capacity (i.e., 35-40 hours a week). The HSO will be responsible for **one hundred percent (100%)** of the health insurance premium for members eligible for and who choose the AmeriCorps health plan.

Members may have health coverage through a different source such as the exchange, a family member, private insurance, school, federal or state government coverage (Medicaid, Medicare). Members may waive AmeriCorps insurance if they are covered under a different plan. If that is the case, then the HSO **DOES NOT** pay the cost of health insurance.

For qualifying members choosing health insurance through AmeriCorps, HSO must arrange for health care coverage to be provided for qualifying members through the plan, designated by the VYDC, at the time of the members enrollment into the AmeriCorps program or at the time a member loses coverage during a term of service as a result of participating in the Program or through no deliberate act of their own. HSO is responsible for ensuring that members have health insurance for their entire term of service. No health insurance is provided for family members. HSOs may, but are not required to, provide health insurance to reduced fulltime or to halftime members serving in a fulltime capacity (i.e., 35 to 40 hours per week). Members may opt out of AmeriCorps insurance, if they have proof of other insurance.

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HSOs must enroll members in the health insurance plan within ten (10) days of the member starting service.

If a member chooses to enroll in AmeriCorps health insurance as determined by the VYDC, then the HSO must provide funds for 100% of the health care coverage; whenever possible, funds should be from **non-federal sources**; if the HSO would like to use other federal sources for FICA, then the HSO must – **(1)** have written permission from the federal granting agency to use the funds for AmeriCorps match; **(2)** send a copy of the written permission to VYDC/Sponsor for approval, before using those funds as match; **(3)** report on the use of those funds on the Subrecipient Report Form provided by VYDC/Sponsor.

For **2018-2019**, all Vermont AmeriCorps programs, including all VYDC sites, partnered with The Corps Network making all qualifying VYDC members eligible for the plan offered through the Corps Network. If members choose this option, then **the monthly premium is paid by the site.**

For 2018-2019, the monthly premium for The Corps Network is in the chart on page 2.

The Affordable Care ACT (ACA) went into effect in January 2014; in Vermont, compliant coverage is provided through Vermont Health Connect (VHC). If members choose this option for health insurance, then the HSO **DOES NOT** pay the premium.

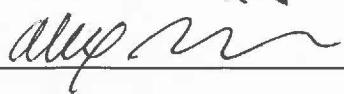
B] Liability Insurance.

HSO must have adequate liability coverage for the organization, employees and members, including coverage of members engaged in on-site and off-site project activities. **HSO must send proof of liability insurance to the Sponsor, c/o VYDC Program Director.** It is the responsibility of the HSO to ensure that current copies of proof of liability insurance are on file with the VYDC Director. Therefore, if an HSO's proof of liability insurance ends during the VYDC program year, then it is the HSO's responsibility to submit the new proof of liability insurance document to the VYDC Director.

General Liability and Property Damage: Pursuant to the service performed by members, the HSO shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

If member's prorated share of liability insurance is counted as match, then funds should be from **non-federal sources**; if the HSO would like to use other federal sources, then the HSO must – (1) have written permission from the federal granting agency to use the funds for AmeriCorps match; (2) send a copy of the written permission to VYDC/Sponsor for approval, before using those funds as match; (3) report on the use of those funds on the Subrecipient Report Form provided by VYDC/Sponsor.

C] Automobile Insurance.

If members must drive as a part of their service, then HSOs should carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage. Limits of coverage shall not be less than \$1,000,000 combined single limit. HSO should send the certificate of insurance to VYDC and make sure that the certificate is kept current. This insurance must be primary and non-contributory with any other insurance and self-insurance.

If member's prorated share of HSO's automobile insurance is counted as match, then funds should be from **non-federal sources**; if the HSO would like to use other federal sources, then the HSO must – (1) have written permission from the federal granting agency to use the funds for AmeriCorps match; (2) send a copy of the written permission to VYDC/Sponsor for approval, before using those funds as match; (3) report on the use of those funds on the Subrecipient Report Form provided by VYDC/Sponsor.

If HSO **does not** have the insurance coverage stated above, the HSO must (1) contact Sponsor/VYDC regarding options.

If members use private means of transportation for service activities, then HSO must require that members have automobile insurance pursuant to Vermont law.

D] Workers' Compensation.

The State of Vermont requires that AmeriCorps members be covered by workers' compensation. HSO must provide members with workers' compensation coverage to cover in-service injury or incidents. **HSO must send proof of workers' compensation insurance to the VYDC/Sponsor,**

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Date: _____

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c/o VYDC Program Director. It is the responsibility of the HSO to ensure that current copies of proof of workers' compensation are on file with the VYDC Director. Therefore, if a HSO's proof of workers' compensation ends during the VYDC program year, then it is the HSO's responsibility to submit the new proof of workers' compensation document to the VYDC Director.

If member's prorated share of Workers' Compensation insurance is counted as match, then funds should be from non-federal sources; if the HSO would like to use other federal sources, then the HSO must – (1) have written permission from the federal granting agency to use the funds for AmeriCorps match; (2) send a copy of the written permission to VYDC/Sponsor for approval, before using those funds as match; (3) report on the use of those funds on the Subrecipient Report Form provided by VYDC/Sponsor.

XI. CHILDCARE

Childcare assistance is available to eligible fulltime members who need such help in order to participate in service. If a member requests childcare assistance, then the HSO should contact VYDC for guidelines and forms.

XII. PARENTAL AND FAMILY LEAVE

HSO shall accord any eligible members Parental and or Family Leave to which they are entitled, if any, under the federal Family and Medical Leave Act of 1993 (Applies where the HSO employs a staff of more than 50 people) or under the Vermont Family and Medical Leave Act, 21 V.S.A. § 470, et seq. (which applies where the HSO employs a staff of more than 10 or more people for an average of at least 30 hours per week).


XIII. MEMBERS NOT COMPLETING SERVICE

If a member is terminated early from service, for either compelling circumstances or cause, the site must get written permission from VYDC/Sponsor before refilling the position. Prior to granting permission to refill a position, the VYDC/Sponsor will also consider the total number of hours served by the member leaving service, examine existing rules and regulations, and consider any other factors relevant to refilling the position. The Sponsor, pursuant to AmeriCorps laws, regulations, and guidance, has sole discretion in determining whether to grant permission to an HSO to refill a position.

XIV. RECORD KEEPING, BACKGROUND CHECKS, AND NOTIFICATION

The HSO must maintain verifiable records which document members' eligibility to serve based upon citizenship or lawful permanent residency, birth date, level of educational attainment, date of high school

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diploma or certificate of equivalency (if attained), criminal background check (if HSO conducts a check), participation start date and end date, hours of service per week, location of service activities and project assignment. The records must be sufficient to establish that the individual was eligible to participate in the program and that the member successfully completed the program service requirements. HSO must keep records on file for seven (7) years after the member has completed service.

HSO must maintain the confidentiality of information regarding individual members. It must obtain the prior written consent of all members before using their names, photographs, and other identifying information for publicity, promotional, or other purposes. For members under 18 years of age, HSO must obtain consent from a parent or a legal guardian.

VYDC/Sponsor will provide the HSO with relevant forms, and the HSO must send original documents to the Sponsor, c/o the VYDC Program Director, within ten (10) calendar days from the member's first day of service.

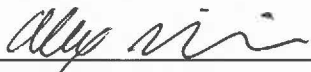
A] Initial Member Documentation

At the time the HSO selects prospective members, the supervisors and prospective members must complete and submit the required documents (listed below) by the due dates. **The HSO will ensure that the VYDC Program Director has received all of the required enrollment documents prior to the first day of service, unless otherwise noted or unless HSO has written permission from VYDC for an alternate due date. HSO initially may send scanned copies of the documents to VYDC, as long as the original documents are mailed to VYDC immediately afterward.**

Once HSO has conducted two interviews and spoken with two references and is ready for VYDC to conduct its interview, HSO will ensure that the following documents are on file with VYDC prior to VYDC's interview with the prospective member:

- 1] **AmeriCorps application** through the national service system, currently My AmeriCorps/eGrants, (check with VYDC staff, as most applications are on already on file through the AmeriCorps online application process);
- 2] **Two written references**(check with VYDC staff, as most written references are on already on file through the AmeriCorps online application process; if not sites may use the **Telephone Reference Form** to obtain a written reference);
- 3] **Cover letter** from prospective members (check with VYDC staff, as often this is already on file);
- 4] **Resume** or curriculum vitae from prospective members (check with VYDC staff, as often

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this is already on file); and

- 5] **Sponsor Evaluation Form**, with reference contact information.

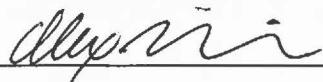
After VYDC interviews the prospective member and VYDC and the HSO agree to offer the position, VYDC will send a written offer to the prospective member; if the prospective member accepts the offer then VYDC sends out the following forms which must be received by VYDC at least two (2) business days prior to the anticipated start date for the prospective member:

- 6] **VYDC Commitment Agreement** (VYDC emails directly to prospective members and copies HSO);
- 7] **Member Enrollment Form** (VYDC emails directly to prospective members and copies HSO), this form must be signed by the members prior to starting service, and **must** be on file with VYDC before members begin service;
- 8] Photocopy of Social Security Card, and photocopy must be signed and dated by HSO supervisor and prospective members;
- 9] National Service Criminal History Check Forms:
 (a) Notice of and Permission for a National Service Criminal History Check Form (VYDC emails directly to prospective members and copies HSO), and
 (b) Verification of Identity & Initiation for National Service Criminal History Check (VYDC emails to HSO); and
- 10] Photocopy of document used to verify identity for the National Service Criminal History Check, signed and dated by HSO supervisor and prospective members.

VYDC sends prospective member the following forms which need to be signed by prospective members and HSO Supervisors and returned to VYDC at least one (1) business day prior to prospective members starting service:

- 11] **Member Position Description** for the position prospective member will have at the HSO (VYDC emails directly to prospective members and copies HSO) must be signed by members **prior** to starting service; must be signed by HSO supervisor; and
- 12] **VYDC Member Agreement** (VMA), with grievance procedure (VYDC emails directly to prospective members and copies HSO), HSO fills out information about **length of service** and **dates of service** (page 2 of VMA), **service hours** (page 3 of VMA), and **living**

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allowance distribution (page 6 of VMA); members must read and sign every page of the VMA **prior** to starting service, including twice on the first page of the VMA; HSO supervisor must sign the first page.

On or prior to the first day of service, HSO Supervisors must make sure that members complete the following forms, and HSO Supervisors must make sure that forms or documents are received by VYDC no later than one (1) business day after prospective start service:

- 13] VYDC AmeriCorps Applicant Checklist (VYDC emails directly to HSO);
- 14] W-4 form from IRS for the current year (form must be signed and dated by members & HSO Supervisor or other HSO staff);
- 15] I-9 form from the U.S. Department of Justice—INS (form must be signed and dated by members & HSO Supervisor or other HSO staff);
- 16] Photocopy of documents used for I-9 (e.g., Passport; or driver's license and certified copy of birth certificate), **prospective members and HSO Supervisor must sign photocopy** (Note: although the I-9 allows for a variety of documents to show eligibility, AmeriCorps has requires either a U.S. Passport or a birth certificate; for documentation for a legal permanent resident alien, please contact VYDC);
- 17] **Health Care Enrollment or Waiver Form** (VYDC emails directly to prospective members and copies HSO);
- 18] If prospective members are waiving insurance provided through AmeriCorps, a copy of **The Corps Network Waiver Form AND** a photocopy of **health care card**, if members waive AmeriCorps insurance, then **members must sign photocopy**;
- 19] **Media Consent Form** (VYDC emails directly to prospective members and copies HSO);
- 20] **Child Care Plan or Waiver Form** (VYDC emails directly to prospective members and copies HSO);
- 21] **AmeriCorps Member Living Allowance Allocation Form**, must be signed and dated by prospective members, HSO Supervisor, and financial manager/HR staff, if different from HSO Supervisor (VYDC emails directly to prospective members and copies HSO);

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HSO Supervisor's Signature: _____

[Handwritten Signature]

Date: _____

3/29/19

On or prior to the first day of service, HSO Supervisor must complete the following forms and send the required documents to VYDC no later than one (1) business day after prospective members start service:

- 22] Pursuant to the VYDC Accompaniment Policy, any required documents and forms, including A copy of the HSO's background check policy and the Accompaniment List Form (VYDC emails form directly to HSO) ;

On or prior to the first day of service, HSO Supervisor must complete the following forms and send the required documents to VYDC no later than five (5) business day after prospective members start service, or for the Rent Subsidy Form, no later than five (5) days after the Rent Subsidy Form is signed with the prospective members:

- 23] If the HSO provides members with **housing assistance**, including a **rent subsidy**, then pursuant to the VYDC Housing Assistance and Rent Subsidy Policy, any required documents and forms, including the Rent Subsidy Form and the agreement entered into with the landowner, must be sent to VYDC.
- 24] If the HSO permits members to **teleserve** during the term of service, then pursuant to the VYDC Teleservice Policy, any required documents and forms, including the Teleservice Request and Teleservice Activities Form (at least 5 calendar days before members teleserve)

The originals of any documents listed above in **#s 1-24** (unless otherwise noted) of these documents must be sent to the Sponsor, c/o the VYDC Program Director, at P.O. Box 627, Montpelier, VT 05601-0627. HSO shall maintain a duplicate copy of all these documents for at least seven (7) years.

If the documents listed above in **#s 1-24** are not received by the VYDC Program Director **by the due date**, then the **VYDC Program Director may decide to postpone the start date for prospective members or not allow prospective members to serve in VYDC.**

If any component of the criminal background check is deemed by the VYDC Program Director not to support an applicant's acceptance as a VYDC AmeriCorps member, then the VYDC Program Director will inform the HSO; and the HSO will not be reimbursed for any living allowance paid to the member.

B] Member Timesheets

The accounting of the members' service time is very important. The VYDC timesheets provide the means to document that members have met the minimum service hours requirements. AmeriCorps

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HSO Supervisor's Signature: *Alyson* Date: 3/20/19

members will not successfully complete service or receive their Educational Award if the timesheets do not demonstrate that the minimum hour requirement has been met (see chart above on page 2).

HSO is responsible for ensuring that timesheets are complete and accurate and submitted on time. VYDC uses an electronic timesheet system; HSO will ensure that members and supervisors follow the process developed to ensure that complete and accurate timesheets are submitted on time.

HSO must inform VYDC if members have more than two weeks in a row when they do not meet the minimum weekly hours required in the Member Agreement. Likewise, if members are accruing hours at a rate that indicates that they will complete the minimum hours prior to ending service, then sites must contact VYDC.

If members fail to submit a timesheet for a pay period, then the HSO may temporarily withhold the living allowance check. The withholding must be temporary and cannot result in HSO docking the living allowance.

All timesheets for the quarter must be on file with the Sponsor before the HSO will be reimbursed for living allowance expenses. If all weekly timesheets are not on file by the date that each quarterly financial report is due, then the HSO may not receive reimbursement for that quarter.

All timesheets must be on file by **5** days after the member completes service. Failure to ensure compliance with this deadline may result in HSO being ineligible to receive its final quarterly reimbursement.

Timesheets indicate the number of service, training, and fundraising hours. For the service term, training hours cannot exceed **20%** of the total hours, and fundraising hours cannot exceed **10%** of the total hours.

Pursuant to the policy instituted by SerVermont (the agency that oversees AmeriCorps in Vermont), HSOs can be fined for repeatedly submitting late timesheets.

C] Other Member Notifications to Sponsor (VYDC)

HSO shall also, as soon as possible but no later than **five (5) business days** thereof, notify the VYDC Program Director **in writing** of the following events involving **members**:

- 1] Any request for suspension or other discipline
- 2] Completion of term of service (use an Exit/End-Of-Term-Of-Service Form);
- 3] Request for release from term of service;

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HSO Supervisor's Signature: _____

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Date: _____

3/20/19

- 4] Any request for change in a status (e.g., fulltime to halftime or halftime to fulltime);
- 5] Any change that would affect eligibility for health care;
- 6] Any change that would affect eligibility for childcare;
- 7] Any criminal charge against or criminal conviction; and
- 8] Any living allowance check that is temporarily being withheld because of failure to submit a timesheet.

D] Financial Records

As a sub-grantee participating in the VYDC AmeriCorps program during the **2018-2019** program year, HSO hereby assures that the following:

- 1] Supporting financial documentation corresponding to each quarterly financial report submitted to the Sponsor during the **2018-2019** program year will be complete, accurate, on file, and readily accessible to the Sponsor, SerVermont, and the Corporation for National and Community Service.
- 2] Supporting documentation for all operating (both cash and in-kind) match for the Member Living Allowance and Operating Expenses that will be reported to the Sponsor during the **2018-2019** program year will be complete, accurate, on file, and readily accessible to the Sponsor, SerVermont, and the Corporation for National Service. All operational match documentation will include an appropriate signature.
- 3] All financial documents, including but not limited to those listed above in this section—D. Financial Records, as well as those listed below in—XV Reporting Requirements, will remain on file at the HSO for at least seven (7) years from the date of the submission of the final Financial Status Report to the Sponsor. If for some reason the records cannot be maintained by the HSO, records will be forwarded to the Sponsor.
- 4] HSO is responsible for maintaining complete and accurate financial records associated with the VYDC program and may be held financially responsible if records are not found to be in compliance with the **current AmeriCorps Terms and Conditions (formerly called grant provisions)**. HSO may be asked to pay the Sponsor the amount of any in-kind or cash matching resources that are not properly documented.

E] Program Income

If HSO charges participants for services provided by VYDC members (e.g., fee for youth

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HSO Supervisor's Signature: *Alexis*

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participating in an activity), then that income **MUST** be used to further the projects or programs directly served by the members (e.g., member living allowance match, including FICA; member Health Insurance premiums; member mileage reimbursement, project or program supplies and other costs). **Any funds raised through activities provided by VYDC members cannot be used for the HSO's general operating expenses or for any program not related to the members' service.**

F] Criminal Background Checks for Supervisors and Other Staff

The HSO must ensure that the direct Supervisors for VYDC members, as well as any HSO staff members whose time is used as **match**, have been cleared pursuant to the **VYDC National Service History Check Policy**.

G] Abuse Registry Checks

Supervisors and other staff members charging time as Operating Match must pass a check of both the Vermont Adult Abuse and the Vermont Child Abuse Registries.

VYDC/Sponsor will conduct both the Vermont Central Child Abuse Registry check (VT Department for Children and Families) **and** the Vermont Adult Abuse Registry check (VT Department of Disabilities, Aging and Independent Living).

H] Supervisors Relationship to Members

The relationship between Supervisors and members must remain professional at all times. Supervisors may not date or enter into a physical relationship with members during the term of service. Likewise, any staff members who supervise Supervisors may not date or enter into a physical relationship with members during the service term.

I] Mandated Reporter Training for Supervisors

All members must complete the State of Vermont Department for Families and Children Mandated Reporter Web-based Training during the first two (2) weeks of service; all members must send a copy of the certificate of completion to VYDC no later than thirty (30) days of starting service. To learn more about mandated reporting, visit the Mandated Reporter Website at mandatedreporters.vt.gov. The Mandated Reporter Web-based Training is at <https://goto.webcasts.com/starthere.jsp?ei=1087433>.

XV. REPORTING REQUIREMENTS

HSO shall ensure that the following reports are completed and submitted by the deadline specified by the Sponsor. HSO also shall keep a copy of each of the following documents, including attachments, on file for **seven (7) years**.

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HSO Supervisor's Signature: 

Date: 3/20/19

A] Quarterly Progress Reports

HSO's Site Supervisor shall collect data on a quarterly basis for evaluating the VYDC's grant objectives and performance measures, and complete and return Quarterly Progress Report forms, with all supporting documents, to VYDC/Sponsor c/o the VYDC Program Director. VYDC/Sponsor will distribute report forms to the HSO. Reports must be complete, accurate, and submitted on by the deadline established by the Sponsor. In the event that an electronic reporting system (database) is implemented, the HSO will ensure that the reporting process is followed, and that accurate and complete information is entered into the system by any deadline.

B] Quarterly Financial Reports

1] Due Dates

HSO shall complete and promptly submit financial reports to the Sponsor on a quarterly basis. Reports are due no later than the 5th of each month following the end of the quarter. VYDC/Sponsor will give HSO a calendar with actual due dates. A report **will be due no later than 5** January for the reporting period of October through December; a report will be due no later than **5** April for the reporting period of January through March; a report will be due no later than **5** July for the reporting period of April through June; a report will be due no later than **5** October for the reporting period of July through September; and if applicable, a report will be due no later than **30** November for reporting period October through November). The required financial report forms will be distributed to the HSO at the start of the program year. Copies of documentation verifying operating match must be included with each report.

If all required documents (e.g., report, supporting documents, member forms, member timesheets, member evaluations, program surveys, etc.) are not on file by the quarterly financial report due date, then the HSO will not receive reimbursement for the quarter and will have to file one report for the two quarters by the next due date. If the final quarterly financial report is not filed on time, or if the member has not satisfactorily completed all service requirements, then the HSO may forfeit reimbursement for the time period of the report.

2] Operating Match

See Chart on page 2

HSO shall cover all operating expenses for its member(s), including transportation, telephone and internet, office space, access to equipment, office supplies, etc. Host sites will be responsible for providing a minimum match pursuant to the chart above. This match may include in-kind donations, cash donations, grants, and other sources. When possible, the HSO

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operating match should be provided from non-federal sources; if the HSO wants to use other federal funds, then the HSO must – **(1)** have written permission from the federal granting agency to use the funds for AmeriCorps match; **(2)** send a copy of the written permission to VYDC/Sponsor for approval, before using those funds as match; **(3)** report on the use of those funds on the Subrecipient Report Form provided by VYDC/Sponsor.

The following must be submitted with each quarterly financial report WITH documentation:

Line Item	Acceptable Documentation
Living Allowance (use non-federal funds) REQUIRED	Copy of accounting ledger for the quarter or check stubs showing gross pay. Must show the detail for each individual check paid during the reporting period.
FICA (7.65%) REQUIRED	No additional documentation required (should be included in the detail of each check paid; —see Living Allowance above) NOTE: No FUTA or SUTA should be withheld.
Worker’s Compensation REQUIRED if site pays per person for WC. If not, then site must submit explanation.	Copy of Invoice and amount paid on behalf of the member. If Workers’ Comp is not paid per person, then a written assurance that members are covered is required.
Health Insurance premium paid	Copy of monthly invoices (Only for AmeriCorps Health Insurance premiums, if chosen by member)
National Service Criminal History Checks and Criminal History Checks (NSCHC) conducted by site for member, supervisor, or other related staff	Receipts for fingerprints and any other cost related to the check.
Travel/Mileage related to member’s service REQUIRED if site reimburses travel	Copy of document showing miles traveled; amount per mile; & total paid, or receipt for bus ticket or a statement that no travel reimbursements were made
Training related to member’s service REQUIRED for any training costs for members	Copy of receipt of payment for registration & materials or a statement that no training costs were incurred
Space (Fully Loaded Fair Share Allocation or amount per square footage: rent or depreciation; insurance; janitorial; other reasonable and allowable costs) REQUIRED	The calculation method: either fair share allocation or amount per square footage calculation. If not counted, must explain why.
Office Systems and Equipment (Fair Share or actual: internet, phone, fax, postage, copying; computer programs) REQUIRED	The calculation method or copies of invoices (if site does not count this as match, then site must provide an explanation.)
Office Supplies (pens, paper, computer; actual or fair share) REQUIRED for office supplies for members	Copy of invoices or statement that no costs were incurred
Youth Program Supplies/Expenses (supplies, food, admission costs & travel for field trips, etc.) REQUIRED for supplies & expenses for member-led programs	Copies of Invoice (date; name of event; and total paid) or statement that no costs were incurred

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HSO Supervisor’s Signature: 

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- 3] met other performance criteria that were clearly communicated at the beginning of the term of service

The Sponsor/VYDC will distribute evaluation forms to the HSO.

XVI. CONSEQUENCES AND PENALTIES

a] **Misuse of AmeriCorps Resources:** The HSO agrees to use AmeriCorps resources properly at all times. The HSO agrees that if the Sponsor/VYDC or the Corporation finds that the HSO has misused AmeriCorps resources, then the HSO will pay any financial penalties or remuneration associated with that misuse. AmeriCorps resources include the time and activities of the members, as well as time of HSO staff used as match for the VYDC grants. The HSO may be held financially responsible to reimburse for the living allowance, and, if applicable, end of service awards and other Corporation funds provided in support of AmeriCorps members.

b] **Failing to comply with this Host Site Agreement (HSA):** If the HSO fails to comply with any provisions in this HSA, then the Sponsor may implement corrective measures.

i] **Failing to meet deadlines:** Every document sent by the Sponsor/VYDC will have a due date (time and date that it is due). If circumstances beyond the control of the HSO might result in a document being late, then the HSO may request an extension; the Sponsor/VYDC has discretion to either grant or deny the request. Once a deadline or revised due date has passed, the document will be considered a day late.

If the Sponsor/VYDC does not receive the document by the due date (time and date that document is due to Sponsor/VYDC) or the document is incomplete, then the Sponsor/VYDC may assess a cash fine on the HSO. The fines will accrue daily.

--**First 5 Business Days:** During the first 5 business days that the document is late, the Sponsor/VYDC, at their discretion may charge a fine up to \$5 per day per document

--**After the First 5 Business Days:** After the 5th business day, the Sponsor/VYDC, at their discretion may charge a fine up to \$10 per day per document.

--**Lateness:** When determining whether to place AmeriCorps members at the HSO in the future, Sponsor/VYDC will consider the number of times that the HSO failed to meet deadlines.

ii] **Missing required events:** If there is a conflict with the date of a required event beyond the control of a Supervisor/HSO or AmeriCorps member, then HSO or member may request an excused absence; the request must be made at least 15 days prior to the event. It is the

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HSO Supervisor's Signature: *Ally N*

Date: 3/20/19

discretion of the Sponsor/VYDC whether to grant the excused absence. If a member or HSO Supervisors or other staff miss a required event without prior permission or because of an unforeseen circumstance such as, illness or inclement weather, then the Sponsor/VYDC may require the HSO pay for the cost of attending (prorated room and presenter fee, meals, or overnight accommodation costs, etc.). If AmeriCorps members miss an event required by VYDC/Sponsor, then members cannot count service hours at the service site, unless members have written permission from VYDC/Sponsor.

iii] Not complying with legal restrictions: AmeriCorps members, HSO Supervisors and staff charging time as match, must comply with all legal restrictions while counting service hours or time as match (see Section **XXII. RESTRICTIONS ON MEMBERS ACTIVITIES DURING SERVICE HOURS AND ON SUPERVISORS AND OTHER STAFF CHARGING TIME TO THE AMERICORPS GRANT**). If while charging service hours or match time, the members or HSO supervisors or staff fail to comply with any legal restriction then, depending on the intent behind and severity of the violation, the Sponsor/VYDC may remove the AmeriCorps member from the HSO, as well not reimburse the HSO for living allowance paid.

iv] Failing to pay fine imposed for failure to comply with HSA: If the HSO fails to pay within the specified time determined by the Sponsor/VYDC, then the Sponsor/VYDC may, at their discretion, remove the AmeriCorps member from the site and not reimburse the HSO for costs incurred.

XVII. UNSATISFACTORY PERFORMANCE EVALUATIONS

Should AmeriCorps members receive an unsatisfactory performance evaluation for the first half of the service term, the Sponsor/VYDC shall schedule a meeting with the HSO supervisor and the member. During this meeting a corrective action plan will be established in order to give the AmeriCorps member an opportunity to raise the unsatisfactory performance rating.

If AmeriCorps members do not receive an overall satisfactory performance review for the final performance period, then this may preclude them from receiving an Education Award.

AmeriCorps members will evaluate the HSO. In the event that a HSO Site Supervisor receives a less than satisfactory evaluation by a member, the Site Supervisor must meet with the Sponsor to determine the need for a corrective action plan and, if one is necessary, to establish and implement such a plan to improve the supervisor's performance.

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HSO Supervisor's Signature: 

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XVIII. DISCIPLINE OF MEMBERS

VYDC/Sponsor may temporarily suspend a member for minor disciplinary reasons such as chronic tardiness as outlined in the Member Agreement. More serious violations may require more significant discipline. HSO must inform the VYDC/Sponsor to request a suspension of a member.

- A] **Temporary Suspension of Service.** A period of suspension cannot be counted toward members' required service hours. Further, HSO shall not pay a suspended member a living allowance for the suspension period. Before making a decision about the length of the suspension, VYDC/Sponsor shall consult with the HSO about the length. Once a member resumes service after a temporary suspension, the HSO shall reinstate the bi-weekly living allowance payments.
- B] **Criminal charges.** VYDC/Sponsor must suspend any member who is officially charged with a violent felony, or with the sale or distribution of a controlled substance during a term of service. The HSO must inform VYDC/Sponsor, in writing, within five (5) calendar days if members are charged with a violent felony, or with the sale or distribution of a controlled substance. Members who have been charged with a violent felony or the sale or distribution of a controlled substance shall not receive a living allowance or credit for hours missed during such a suspension. Members may resume AmeriCorps service if found not guilty or the charge is dismissed. If unable to complete service after being cleared of such charges, members who have completed at least fifteen percent (15%) of the required service hours may accept a pro-rated education award based on the number of hours served. HSO must dismiss members who are convicted of a violent felony, or with the sale or distribution of a controlled substance during a term of service.

XIX. PROCEDURE FOR SUSPENSION OR DISMISSAL OF MEMBERS

- A] **Suspension for Compelling Personal Circumstances**
As an alternative to releasing a member from service, VYDC/Sponsor may, after determining that compelling personal circumstances exist, suspend members' term of service for up to two (2) years (or longer if approved by the Corporation based on extenuating circumstances) to allow members to complete service with the same or similar AmeriCorps program at a later time.

The HSO may request that VYDC/Sponsor temporarily suspend a member for compelling personal circumstances, which are defined as those that are beyond members' control, such as, but not limited to the following: A member's disability or serious illness; disability, serious illness, or death of a member's family member if this makes completing a term unreasonably difficult or impossible; or Conditions attributable to the program or otherwise unforeseeable

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and beyond the member's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible; and circumstances that the Corporation, has for public policy reasons, determined as such, military service obligations; acceptance by a participant of an opportunity to make the transition from welfare to work; or acceptance of an employment opportunity by a participant serving in a program that includes in its approved objectives the promotion of employment among its participants.

HSO must make a request for suspension for compelling personal circumstances immediately (no more than three business days) after learning about the circumstance and determining that the member cannot continue service at the present time. Prior to requesting that VYDC/ Sponsor suspend a member for compelling personal circumstances, the HSO must 1) prepare a written statement of the reason(s) warranting the suspension; 2) provide written documentation supporting the reason(s), e.g., a note from a health care provider; 3) Set forth a timeline for the suspension, which would include start date of suspension and anticipated reinstatement date, if known. The HSO must maintain any benefits required by the Corporation during suspension. The HSO is responsible for completing all required paperwork, including evaluations and reports for time served prior to the suspension date. All timesheets must be on file up until the date of suspension.

B] Suspension or Dismissal for Cause

The HSO may request that VYDC/Sponsor temporarily suspend a member for cause. A release for cause encompasses any circumstances other than compelling personal circumstances that warrant a member's release from completing a term of service.

HSO must make a request for suspension for cause immediately (no more than five business days) after determining that the member cannot continue service at the HSO. Prior to the VYDC/Sponsor suspending or dismissing a member, HSO must (1) prepare a written statement of the reason(s) warranting the suspension or dismissal together with written documentation supporting the reason(s); (2) Provide the member and the VYDC/Sponsor with the statement of the reason(s) for suspension or dismissal and the supporting documentation; (3) Afford the member a pre-imposition opportunity to be heard on the issue of whether the suspension or dismissal is warranted; and (4) accord any rights the member desires which are contemplated by the grievance procedure. The HSO is responsible for completing all required paperwork, including evaluations and reports for the period when the member was in service. In order for the HSO to receive reimbursement, all timesheets for member service must be on file with VYDC/Sponsor.

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XX. RESTRICTIONS ON RESPONSIBILITIES TO BE ASSIGNED MEMBERS

A member may not be assigned responsibilities which duplicate the functions of paid workers or other state or local government agencies in the area in which VYDC/Sponsor or HSO are located. Member responsibilities may not displace paid employees or may not perform services or duties that have been performed by or were assigned to any of the following: (a) presently employed worker; (b) employee who recently resigned or was discharged; (c) employee who is subject to reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (d) employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (e) employee who is on strike or is being locked out.

XXI. EMERGENCY RESPONSE

Due to the priority of 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 VYDC and the site are required to allow the deployment, individual members and sites may request an automatic exemption due to service assignment disruption or member's personal situation.

XXII. RESTRICTIONS ON MEMBERS ACTIVITIES DURING SERVICE HOURS AND ON SUPERVISORS AND OTHER STAFF CHARGING TIME TO THE AMERICORPS GRANT

A] Prohibited Activities

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff (including HSO staff when counting time as Operational Match) and members may not engage in the following activities (45 CFR § 2520.65):

- 1] Attempting to influence legislation;
- 2] Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3] Assisting, promoting, or deterring union organizing or activities.

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- 4] Impairing existing contracts for services or collective bargaining agreements;
- 5] Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6] Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7] Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- 8] Providing a direct benefit to --
 - a] A for-profit entity;
 - b] A labor union;
 - c] A partisan political organization;
 - d] A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of Title 26 of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e] An organization engaged in religious activities described in paragraph A.7. above, unless CNCS assistance is not used to support those religious activities.
- 9] Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- 10] Providing abortion services or referrals to receipt of such services;
- 11] Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training. Or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

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B] Affiliation with the AmeriCorps National Service Program

VYDC/Sponsor is an AmeriCorps program and provides the resource of AmeriCorps members to HSO.

HSO actively promotes AmeriCorps and ensure that the AmeriCorps logo is prominently displayed and appears on all public materials (see XXII, A. 1. f. through i. below). HSO shall ensure that the AmeriCorps logo or name is NOT displayed in connection with any activity prohibited by statute, regulation, or CNCS General Terms and Conditions, and specific award terms and conditions.

C] Non-Duplication and Non-Displacement Requirements [45 CFR §2540.100 (e) & (f)]

HSO shall use AmeriCorps resources pursuant to laws and regulations, and HSO shall ensure that AmeriCorps resources do not duplicate resources already in the community and do not displace a current or former employment position.

1] Non-duplication

HSO shall not use AmeriCorps resources to duplicate an activity that is already available in the locality of a program. And, unless the requirements of Non-displacement (below) are met, Corporation assistance (i.e., AmeriCorps resources) 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.

2] Non-displacement

- a] HSO shall not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of using AmeriCorps resources
- b] HSO shall not displace a volunteer by using an AmeriCorps member
- c] HSO shall not create an AmeriCorps position that will infringe in any manner on the promotional opportunity of an employed individual
- d] HSO shall not use AmeriCorps members to perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee
- e] HSO shall ensure that AmeriCorps members do not perform services or duties, or engage in activities that –
 - (i) will supplant the hiring of employed workers; or
 - (ii) are services, duties, or activities with respect to which an individual

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has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

- f] HSO shall ensure that AmeriCorps members do not perform service or duties that have been performed by or were assigned to any –
 - (i) presently employed worker;
 - (ii) employee who recently resigned or was discharged;
 - (iii) employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - (iv) employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - (v) employee who is on strike or who is being locked out.

D] Limitations on Allowable Fundraising Activity (45 CFR §§ 2520.40 - .45)

1] Approved Activities

Members may raise funds directly in support of service activities that meet needs approved by the Sponsor/VYDC. Examples of fundraising activities members may perform include, but are not limited to the following:

- a] Seeking donations of goods from companies that would directly benefit youth served by the program (e.g., books, food)
- b] Writing grant proposals to foundations to secure resources to support activities approved by the Sponsor (e.g., to support training volunteers)
- c] Securing supplies and equipment from the community to enable members and volunteers to perform service approved by the Sponsor (e.g., Green Up Day)
- d] Securing financial resources from the community to assist the HSO in expanding a program that provides social services to youth
- e] Seeking donations from AmeriCorps alumni for specific service projects approved by the Sponsor

2] Prohibited Activities

Members may not engage in the following fundraising activities:

- a] Raising funds for their living allowance

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- b] Raising funds for the HSO's operating expenses or endowment
 - c] Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service
 - d] Writing grant applications for funding provided by any other federal agencies
- 3] **Tracking Hours**
- HSO supervisor will ensure that members track hours related to fundraising on their timesheets. Fundraising hours cannot exceed ten percent (10%) of the total service hours.

XXIII. ADDITIONAL DUTIES AND ASSURANCES OF HSO

A] Assurances

1] HSO will ensure the following:

- a] Each HSO supervisor (i.e., the person providing supervision to the VYDC AmeriCorps members) will attend a VYDC New Site Supervisor Orientation, to be scheduled with VYDC/Sponsor;
- b] HSO supervisors and/or other appropriate staff attend all required VYDC meetings during the program year;
- c] HSO supervisors will participate in site visits with VYDC/Sponsor;
- d] HSO supervisors complete all required documents and submit them so that VYDC receives them by the stated due date (including but not limited to member application and enrollment forms, timesheets, member evaluations, quarterly progress reports and documentation, quarterly financial reports and documentation, and member exit forms);
- e] AmeriCorps members attend all required training sessions, meetings, and events sponsored by the VYDC/Sponsor, SerVermont, or the Corporation for National and Community Service;
- f] AmeriCorps members wear clothing or pins that identify them as members of an AmeriCorps State program **at all times during service hours (Failure to do so may have an impact on members being placed at site in the future);**
- g] HSO displays an AmeriCorps sign;
- h] All documents prepared by members indicate AmeriCorps resources were used;

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- i] AmeriCorps members are always identified as such on HSO website; brochures, newsletters, or other documents circulated to the public; and
- j] **HSO shall send copies to VYDC, and ensure that the copies sent to VYDC are kept current, of the following:**
 - i] Criminal Background Check Policy
 - ii] Photo Release Form and Policy
 - iii] Certificate of Liability Insurance
 - iv] Certificate of Workers' Compensation Insurance
 - v] Certificate of Automobile Insurance (if the HSO has this insurance)
 - vi] Social Media Policy
 - vii] Forms relating to Agreement for Housing Assistance or Rent Subsidy

B] Taxes

- 1] HSO understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- 2] HSO certifies under the pains and penalties of perjury that, as of the date this agreement is signed, the HSO is in good standing with respect to, or full compliance with, a plan to pay any and all taxes due the State of Vermont.
- 3] HSO understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- 4] HSO also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the HSO has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the HSO has no further legal recourse to contest the amounts due.

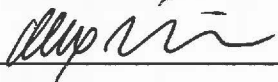
C] Site Visits

Allow the State, SerVermont, and CNCS to conduct site visits to observe the program implementation. Discussions about the program may be held with staff, AmeriCorps members, and members of the community. Advance notification of the site visit will be provided to the site prior to the visit, unless the VYDC Director determines that a matter is urgent. SerVermont reserves the right to conduct unannounced visits to sites.

D] Acceptance

HSO agrees to comply with all requirements of the Grant award. This includes the terms and

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conditions of the Grant Award, AmeriCorps regulations 45 CFR Parts 2541 and 2543, all assurances and certifications made in the Grant application, and all applicable federal statutes, regulations and guidelines. Resources to manage grants and projects are located at the Corporation for National and Community Service website at <http://www.nationalservice.gov/build-your-capacity/grants/managing-ameri-corps-grants>. HSO also agrees to comply with all requirements of the State of Vermont regarding AmeriCorps programs.

XXIV. AMERICORPS-RELATED TRAINING, MEETINGS, EVENTS, AND NATIONAL SERVICE DAYS

A] Mandatory Attendance

Pursuant to their VYDC Member Agreements and Position Descriptions members must attend all required training sessions, meetings, events, or activities implemented by the Sponsor/VYDC, SerVermont, and the Corporation for National and Community Service (CNCS).

For fulltime, reduced fulltime, and halftime members, HSO will release members for an average of 2 to 4 days per month for the AmeriCorps-related training sessions, meetings, events, and activities (e.g., VYDC training sessions and meetings, SerVermont sponsored events; and National Service Days.) If members do not attend a mandatory VYDC event, then the HSO, at the discretion of the Sponsor, may be required to reimburse the Sponsor/VYDC for the per member cost for the event. If members do not attend a required SerVermont or CNCS event, then the HSO will be responsible for reimbursing SerVermont or CNCS for the cost of attendance as determined by SerVermont or CNCS. If members miss required events, then they cannot count service hours, without the written permission of VYDC/Sponsor. If members repeatedly miss required events, Sponsor/VYDC may implement disciplinary action including suspension or dismissal from VYDC.

HSO shall ensure that members receive any additional training needed to successfully conduct service activities.

B] Tracking Hours

See chart on page 2


HSO supervisor will ensure that members track hours related to training on their timesheets. Training hours cannot exceed twenty percent (20%) of the total service hours.

XXV. MISCELLANEOUS PROVISIONS

A] HSO shall promote AmeriCorps service locally and recruit other potential volunteers for the

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regional applicant pool.

- B]** Representatives of HSO shall read and abide by relevant AmeriCorps regulations and **2018-2019** Terms and Conditions. Regulations are available on-line at <https://www.nationalservice.gov/resources/financial-management/terms-conditions-and-certifications-assurances-cnccs-grants> and Update to National Service Criminal History Check Regulations at <http://www.gpo.gov/fdsys/pkg/FR-2012-10-05/pdf/2012-24467.pdf> Terms and Conditions are available online at <https://egrants.cns.gov/termsandconditions/2018GeneralTC508-20171101.pdf>
- C]** HSO shall provide for members and administer the grievance procedures described in **Appendix B** which is appended to this document.
- D]** HSO shall be responsible for any penalties assessed during a CNCS audit of the VYDC, or any other audit performed or required by CNCS, SerVermont, or the Sponsor, for any finding that relates to a member serving at the HSO or to the HSO itself, and which was attributable to the HSO failing to fulfill the obligations of this Host Site Organization Agreement or a member failing to fulfill the obligations of the VYDC Member Agreement.
- E]** HSO must follow the requirements set out in 48 CFR 52.222-50 (Combating Trafficking in Persons), including the following:

HSO shall not--

- 1] Engage in severe forms of trafficking in persons during the period of time that the Grant is in effect;
- 2] Procure a commercial sex act during the period of time that the Grant is in effect; or
- 3] Use forced labor in the performance of the Grant.

- F]** HSO must comply with all federal, state, and local laws and ordinances.

XXVI. TERMINATION, SEVERABILITY, & NOTICE

A] Termination

- 1] This Host Site Agreement may be terminated by the Sponsor at any time
If --
 - a] The HSO defaults in performance of this Agreement or fails to meet the terms of this agreement. Included in performance default would be the HSO's failure to make reasonable progress in the implementation of work for which it is responsible according to the this agreement and the and the Sponsor/VYDC

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approved grant requirements, and fails to remedy the default within a period of thirty (30) days after receipt of a written notice from the Sponsor.

b] CNCS or SerVermont, for any reason, terminates its funding to the Sponsor/VYDC.

2] The HSO or the Sponsor may terminate this agreement, at any time, by giving thirty (30) days notice in writing to the other of its intent.

B] Severability

If any provision of this Host Site Agreement will be construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and affect as if never incorporated herein, but all other provisions will continue in effect.

C] Notice

All notices and communications required to be given to the Sponsor by the HSO, except as otherwise specifically provided, shall be directed to the Washington County Youth Service Bureau/Boys and Girls Club, P.O. Box 627, 38 Elm Street, Montpelier, Vermont, 05601-0627

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APPENDIX B

VYDC GRIEVANCE PROCEDURE

The Vermont Youth Development Corps AmeriCorps State Program (VYDC) has established this grievance procedure so that in the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members, labor unions, or other interested individuals may seek resolution. This procedure is intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of members, and displacement of employees, or duplication of activities by AmeriCorps.

I. RECONSIDERATION (on site)

A] Request for Reconsideration

Within five (5) calendar days after an action has been taken or a decision made affecting the member, the members should make a written request asking their immediate supervisor or Host Site Organization (HSO) to reconsider the action or decision.

B] Response to Reconsideration

The supervisor or HSO should respond, in writing, to members within five (5) calendar days of receipt of the request for reconsideration. The response to members must state the supervisor's or HSO's resolution of the members' request to change the decision, and the letter shall include an explanation of the reasons supporting the resolution.

C] Failure to Respond or Member Dissatisfaction with Response

If no action is taken within the timeframe in section B above, or if members are not satisfied with the decision made, then within five (5) calendar days of the date when the response was or should have been made, then members should submit a written request to the HSO Executive Director that specifies action/decision precipitating the request, an explanation why the action/decision is improper or should be changed, and any recommendations for what the change should be.

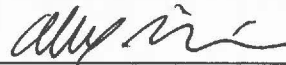
If the supervisor is the HSO Executive Director, then the member should skip to II.

D] Request for HSO Executive Director Review

Within ten (10) calendar days of receiving the request from members, the HSO Executive Director, or the designee, shall

- Review the requests submitted by members;
- Review the response by the supervisor or HSO;
- Meet with the members and supervisor or other HSO employee (either together or separately);
- Gather and review relevant information; and
- Issue a written decision resolving the issue.

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II. GRIEVANCE HEARING (at VYDC)

A] Step One—Request

Within ten (10) calendar days of receiving the written decision by the HSO Executive Director or the designee, or if the HSO Executive Director or the designee fails to issue a written decision within the timeframe stated above, then members may file a written request to the Sponsor (VYDC) for a grievance hearing. The written request must be addressed and delivered to the VYDC Director, and it must identify the specific decision precipitating the grievance; explain why the decision is not adequate or should be changed; and it should propose the result which the member desires.

If the decision being contested is one imposing discipline, the HSO should, at the time a request for hearing is made, make available to the member any information it relied upon.

B] Step Two—Pre Hearing Conference

The VYDC Director or the designee will arrange for and conduct at least one pre-hearing conference at a time mutually convenient to the parties. The purpose of this pre-hearing conference is intended to facilitate a mutually agreeable resolution of the matter that would make a hearing unnecessary or to narrow the issues to be decided at the hearing.

The VYDC Director or the designee will review all written material submitted about the issue, and may ask for additional written material. At the discretion of the VYDC Director or the designee, parties may be asked to meet with the VYDC Director or the designee separately prior to the hearing; the purpose of such a meeting would be to gain understanding about the issue(s).

C] Step Three—Hearing

If the previous steps have been unsuccessful in resolving the dispute, the VYDC Director or the designee will conduct a grievance hearing. The Sponsor (VYDC) will, at least ten (10) calendar days in advance thereof, provide the parties with notice of the time and place of the grievance hearing. This notice will be sent via email to the email addresses on file with the Sponsor (VYDC). The grievance hearing will provide the parties with an opportunity to present their position and proposed resolution. The VYDC Director or the designee will render a written decision. The hearing must be held no later than sixty (60) calendar days after the filing of the request for a grievance hearing, and a decision must be made and disclosed to the parties no later than fifteen (15) calendar days after the grievance hearing.

III. Mediation

If the members are not satisfied with the decision rendered after the grievance hearing, then members can submit a written request for mediation to the VYDC Director. The request must be made within fifteen (15) calendar days after the grievance hearing decision was mailed.

Parties, with the help of the VYDC Director, will choose a mediator that is mutually agreed upon.

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Parties will be responsible for equally sharing the cost of the mediation.

Parties must make a good faith effort to solve the issue through mediation.

Additional note:

Discrimination complaints may be raised through the grievance procedure. Use of the grievance procedure is not to be a required precursor to filing a federal discrimination complaint with the Corporation. The use of the grievance procedure does not preclude a member from filing a federal discrimination complaint. The use of the grievance procedure does not stop the running of the Corporation timeframes for filing a discrimination complaint with the Corporation. In all cases where discrimination allegations have been raised through grievance procedure, the VYDC and/or Washington County Youth Service Bureau/Boys & Girls Club must submit a written report to the Office of Civil Rights and Inclusiveness.

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