



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: June 1, 2011
Subject: JFO #2504

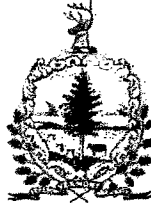
No Joint Fiscal Committee member has requested that the following item be held for review:

JFO #2504 — \$27,000 grant from the Corporation for National and Community Service to the Vermont Agency of Human Services. These funds will be used to support the VISTA Supervision Project and 18 AmeriCorps VISTAs. Establishment of one limited service position is associated with this request.

[JFO received 5/2/11]

The Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Doug Racine, Secretary



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: May 12, 2011
Subject: Grant Requests

Enclosed please find two (2) grants that the Joint Fiscal Office has received from the administration. Establishment of one (1) limited service position is associated with these requests.

JFO #2503 — \$13,168,350 grant from the U.S. Department of the Treasury to the Vermont Economic Development Authority. These funds will be used to allow VEDA to subsidize commercial loans in order to lower the cost of borrowing to Vermont businesses. This funding will support the following programs: Financial Access Program, Commercial Loan Participation Program, Technology Loan Participation Program, and Small Business loan Program. **Expedited review of this item has been requested. Joint Fiscal Committee members will be contacted by May 19 with a request to waive the statutory review period and accept this item**
[JFO received 5/2/11]

JFO #2504 — \$27,000 grant from the Corporation for National and Community Service to the Vermont Agency of Human Services. These funds will be used to support the VISTA Supervision Project and 18 AmeriCorps VISTAs. Establishment of one limited service position is associated with this request.
[JFO received 5/2/11]

Please review the enclosed materials and notify the Joint Fiscal Office (Nathan Lavery at (802) 828-1488; nlavery@leg.state.vt.us) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by May 19 we will assume that you agree to consider as final the Governor's acceptance of these requests.

cc: James Reardon, Commissioner
Lawrence Miller, Secretary
Doug Racine, Secretary

State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

Agency of Administration

[phone] 802-828-2376
 [fax] 802-828-2428

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:		Umbrella VISTA Supervision Project for 4 project sites and 18 AmeriCorps VISTAs			
Date:		4/14/2011			
Department:		AHS - Central Office			
Legal Title of Grant:		Umbrella VISTA Supervision Project			
Federal Catalog #:		94.013			
Grant/Donor Name and Address:		Corporation for National & Community Service 601 Walnut Street - Suite 876 E Philadelphia, PA 19106 - 3323			
Grant Period:		From:	To:		
		2/27/2011	3/24/2012		
Grant/Donation		\$27,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$2,160	\$24,840	\$	\$	
Position Information:		# Positions	Explanation/Comments		
		1	Part-Time Project Supervisor		
Additional Comments:					
Department of Finance & Management				<i>4/14/11</i>	(Initial) <i>AAG 4-14-11</i>
Secretary of Administration				<i>5/1/11</i>	(Initial)
Sent To Joint Fiscal Office				<i>5/1/11</i>	Date

RECEIVED
 MAY 02 2011
 JOINT FISCAL OFFICE



STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:	Agency of Human Services - Secretary's Office			
2. Department:	Central Office			
3. Program:	Vermont Commission on National and Community Service (11VSAVT001)			
4. Legal Title of Grant:	Umbrella VISTA Supervision Project			
5. Federal Catalog #:	94.013			
6. Grant/Donor Name and Address:	Corporation for National and Community Service, 601 Walnut St., Suite 876 E, Philadelphia, PA 19106-3323			
7. Grant Period:	From:	2/27/2011	To:	3/24/2012
8. Purpose of Grant:	Umbrella VISTA Supervision Project for four project sites and 18 AmeriCorps VISTAs			
9. Impact on existing program if grant is not Accepted:	VT CNCS/AHS would not be able to execute the MOU for the project with the Corporation for National and Community Service.			
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2011	FY 2012	FY 2013	
Personal Services	\$2,160	\$24,840	\$0	
Operating Expenses	\$0	\$0	\$0	
Grants	\$0	\$0	\$0	
Total	\$2,160	\$24,840	\$0	
Revenues:				
State Funds:	\$0	\$0	\$0	
Cash	\$0	\$0	\$0	
In-Kind	\$0	\$0	\$0	
Federal Funds:	\$2,160	\$24,840	\$0	
(Direct Costs)	\$0	\$0	\$0	
(Statewide Indirect)	\$0	\$0	\$0	
(Departmental Indirect)	\$0	\$0	\$0	
Other Funds:	\$0	\$0	\$0	
Grant (source)	\$0	\$0	\$0	
Total	\$2,160	\$24,840	\$0	
Appropriation No:	3400001005	Amount:	\$27,000	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
		Total	\$27,000	

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
	1	Umbrella VISTA Project Supervisor (part-time)
Total Positions	1	

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <i>Patrick F Lord</i>	Date: <i>4/21/11</i>
	Title: <i>Deputy Secretary</i>	
	Signature:	Date:
	Title:	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <i>[Signature]</i>	Date: <i>04/25/11</i>
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Accepted		
<input type="checkbox"/> Rejected	(Governor's signature) <i>[Signature]</i>	Date: <i>4/28/11</i>

16. DOCUMENTATION REQUIRED

Required GRANT Documentation	
<input type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input type="checkbox"/> Grant Budget	

End Form AA-1

Notice of Grant Award

Corporation for National and Community Service

601 Walnut Street, Suite 876 E

Philadelphia, PA 19106-3323

VISTA State**Grantee**Vermont Commission on National and Community Service
103 South Main St 1st Floor, 4 North Waterbury VT 05671-0204

EIN: 036000264

Award Information

Agreement No.:	11VSAVT001	Project Period:	02/27/2011 - 03/24/2012
Amendment No.:	0	Budget Period:	02/27/2011 - 03/24/2012
CFDA No.:	94.013		

Award Description

This award funds \$20,000.00 for an AmeriCorps*VISTA support grant. The grant had a projected funding of \$27,000.00 but could not be funded fully due to the FY 2011 continuing resolution.

Purpose

The purpose of this award is to assist the Project Sponsor in carrying out an AmeriCorps*VISTA project as authorized under Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended (Pub. L. 93-113).

Funding Information

Current Year	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$20,000	\$20,000
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$20,000	\$20,000
Cumulative Funding for Project Period			
Total Awarded in Previous Years			\$0
Total CNCS Funds Awarded to Date			\$20,000

Funding Source and Amount

2011--OPEI-A23-COO-61109-4101	\$20,000.00
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Special Conditions

This award provides \$20,000.00 in funding to support AmeriCorps VISTA activities, \$7,000.00 is being withheld at this time from the initial award due to the federal government continuing resolution status. This award may be augmented depending upon future availability of funds in FY 2011.

Terms of Acceptance: By accepting the terms under this Memorandum of Agreement, the Project Sponsor agrees to comply with all terms and conditions, all assurances and certifications made in the application, and all applicable federal statutes, regulations, and guidelines. The Project Sponsor agrees to administer the project in accordance with the approved project application, budget and Notice of Grant Award (if applicable), supporting documents, and other representations made in support of the approved project application. Terms and conditions for support grants are located at https://egrants.cns.gov/termsandconditions/NGA_TC_Support_Revised20110104.pdf; terms and conditions for program grants are located at https://egrants.cns.gov/termsandconditions/NGA_TC_Program_Revised20110104.pdf.

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Notice of Grant Award

VISTA State

Grantee

Vermont Commission on National and Community Service
103 South Main St 1st Floor, 4 North Waterbury VT 05671-0204

EIN: 036000264

Corporation for National and Community Service:

Anthony De Colli

02/18/2011

Signature

Date

Anthony Decolli

Name (typed)

Senior Grants Officer

Title

Margaret Walter, 215-964-6312

Grants Official

Susan Cheesman, 603-225-1452

Program Official

**STATE OF VERMONT
Joint Fiscal Committee Review
Limited Service - Grant Funded
Position Request Form**

This form is to be used by agencies and departments when additional grant funded positions are being requested. Review and approval by the Department of Human Resources must be obtained prior to review by the Department of Finance and Management. The Department of Finance will forward requests to the Joint Fiscal Office for JFC review. A Request for Classification Review Form (RFR) and an updated organizational chart showing to whom the new position(s) would report must be attached to this form. Please attach additional pages as necessary to provide enough detail.

Agency/Department: AHS/CO/CNCS Date: 3/16/2011

Name and Phone (of the person completing this request): Hal Colston, 802-241-2135

Request is for:

- Positions funded and attached to a new grant.
 Positions funded and attached to an existing grant approved by JFO # _____

1. Name of Granting Agency, Title of Grant, Grant Funding Detail (attach grant documents):
 Corporation for National and Community Service, Umbrella VISTA Supervision Project, (Notice of Grant Award)

2. List below titles, number of positions in each title, program area, and limited service end date (information should be based on grant award and should match information provided on the RFR) position(s) will be established only after JFC final approval:

<u>Title* of Position(s) Requested</u>	<u># of Positions</u>	<u>Division/Program</u>	<u>Grant Funding Period/Anticipated End Date</u>
Umbrella VISTA Project Supervisor	1	AHS/CO/CNCS	2/27/2011 to 3/24/2012

*Final determination of title and pay grade to be made by the Department of Human Resources Classification Division upon submission and review of Request for Classification Review.

3. Justification for this request as an essential grant program need:
 AHS/CNCS have entered into a Memorandum of Agreement with the Corporation for National and Community Service to fund a staff member to manage and administer four AmeriCorps*VISTA Vermont sites totalling 18 AmeriCorps*VISTA members.

I certify that this information is correct and that necessary funding, space and equipment for the above position(s) are available (required by 32 VSA Sec. 5(b)).

Patrick Flood 4/8/11
 Signature of Agency or Department Head Date

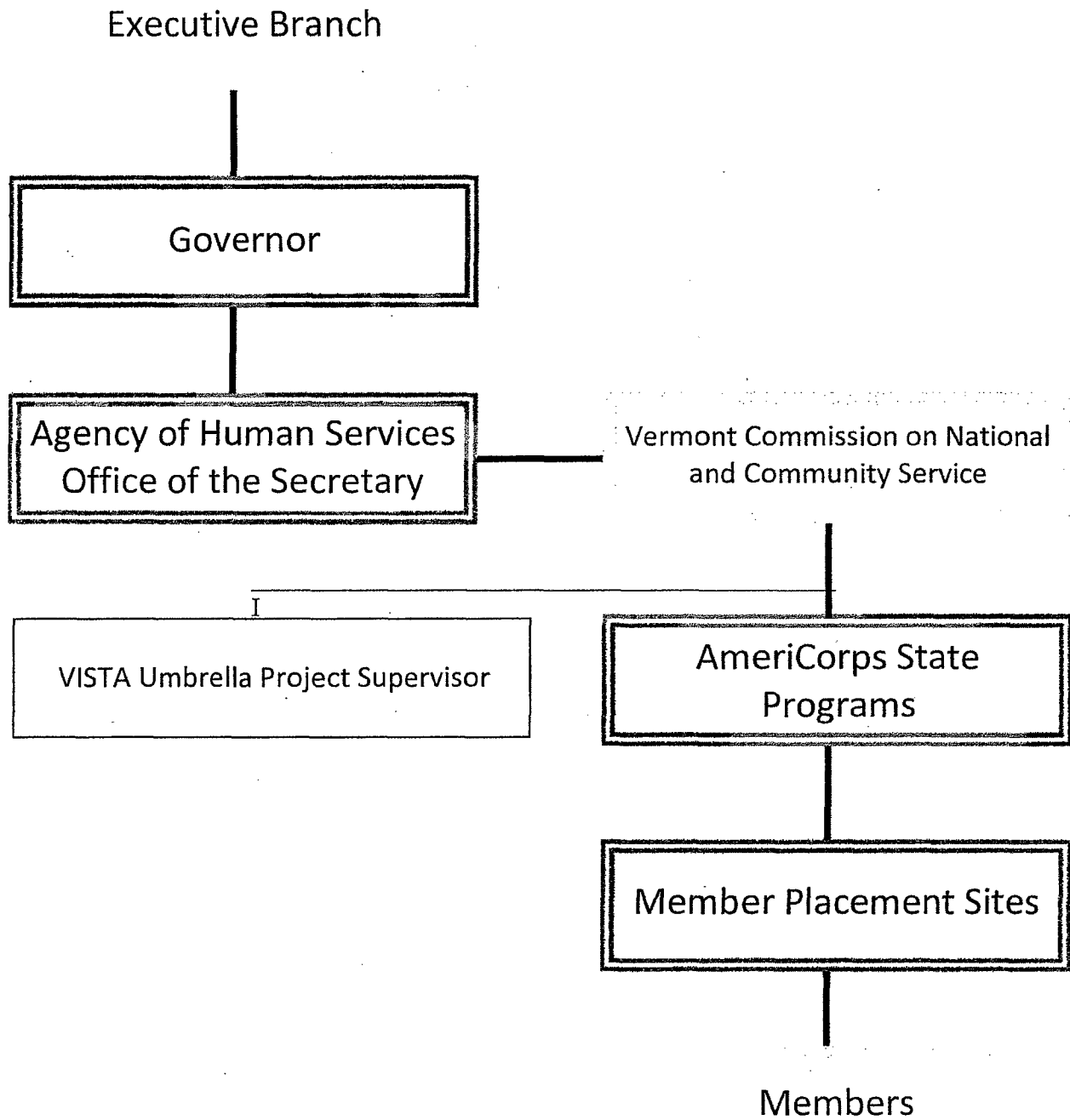
Molly Paulge 4/12/11
 Approved/Denied by Department of Human Resources Date

[Signature] 4/23/11
 Approved/Denied by Finance and Management Date

[Signature] 04/25/11
 Approved/Denied by Secretary of Administration Date

Comments:

VERMONT COMMISSION ON NATIONAL AND COMMUNITY SERVICE ORGANIZATION STRUCTURE



State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

Agency of Administration

[phone] 802-828-2376
 [fax] 802-828-2428

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:		Umbrella VISTA Supervision Project for 4 project sites and 18 AmeriCorps VISTAs			
Date:		4/14/2011			
Department:		AHS - Central Office			
Legal Title of Grant:		Umbrella VISTA Supervision Project			
Federal Catalog #:		94.013			
Grant/Donor Name and Address:		Corporation for National & Community Service 601 Walnut Street - Suite 876 E Philadelphia, PA 19106 - 3323			
Grant Period:		From:	To:		
		2/27/2011	3/24/2012		
Grant/Donation		\$27,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$2,160	\$24,840	\$	\$	
Position Information:		# Positions	Explanation/Comments		
		1	Part-Time Project Supervisor		
Additional Comments:					
Department of Finance & Management				<i>4/14/11</i>	(Initial) <i>AAG 5-14-11</i>
Secretary of Administration				<i>[Signature]</i>	(Initial)
Sent To Joint Fiscal Office				<i>5/1/11</i>	Date

RECEIVED
 MAY 02 2011
 JOINT FISCAL OFFICE



REC'D APR 14 2011

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:	Agency of Human Services - Secretary's Office			
2. Department:	Central Office			
3. Program:	Vermont Commission on National and Community Service (11VSAVT001)			
4. Legal Title of Grant:	Umbrella VISTA Supervision Project			
5. Federal Catalog #:	94.013			
6. Grant/Donor Name and Address:	Corporation for National and Community Service, 601 Walnut St., Suite 876 E, Philadelphia, PA 19106-3323			
7. Grant Period:	From:	2/27/2011	To:	3/24/2012
8. Purpose of Grant:	Umbrella VISTA Supervision Project for four project sites and 18 AmeriCorps VISTAs			
9. Impact on existing program if grant is not Accepted:	VT CNCS/AHS would not be able to execute the MOU for the project with the Corporation for National and Community Service.			
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2011	FY 2012	FY 2013	
Personal Services	\$2,160	\$24,840	\$0	
Operating Expenses	\$0	\$0	\$0	
Grants	\$0	\$0	\$0	
Total	\$2,160	\$24,840	\$0	
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State Funds:	\$0	\$0	\$0	
Cash	\$0	\$0	\$0	
In-Kind	\$0	\$0	\$0	
Federal Funds:	\$2,160	\$24,840	\$0	
(Direct Costs)	\$0	\$0	\$0	
(Statewide Indirect)	\$0	\$0	\$0	
(Departmental Indirect)	\$0	\$0	\$0	
Other Funds:	\$0	\$0	\$0	
Grant (source)	\$0	\$0	\$0	
Total	\$2,160	\$24,840	\$0	
Appropriation No:	3400001005	Amount:	\$27,000	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
		Total	\$27,000	

STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE (Form AA-1)

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
	1	Umbrella VISTA Project Supervisor (part-time)
Total Positions	1	

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <i>Patrick F Lord</i>	Date: <i>4/8/11</i>
	Title: <i>Deputy Secretary</i>	
	Signature:	Date:
	Title:	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <i>[Signature]</i>	Date: <i>04/25/11</i>
-----------------------------------------------	------------------------------------------------------	-----------------------

15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Accepted		
<input type="checkbox"/> Rejected	(Governor's signature) <i>[Signature]</i>	Date: <i>4/28/11</i>

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

<input type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input type="checkbox"/> Grant Budget	

End Form AA-1

Notice of Grant Award**Corporation for National and Community Service**

601 Walnut Street, Suite 876 E

Philadelphia, PA 19106-3323

VISTA State**Grantee**Vermont Commission on National and Community Service
103 South Main St 1st Floor, 4 North Waterbury VT 05671-0204

EIN: 036000264

Award Information

Agreement No.:	11VSAVT001	Project Period:	02/27/2011 - 03/24/2012
Amendment No.:	0	Budget Period:	02/27/2011 - 03/24/2012
CFDA No.:	94.013		

Award Description

This award funds \$20,000.00 for an AmeriCorps*VISTA support grant. The grant had a projected funding of \$27,000.00 but could not be funded fully due to the FY 2011 continuing resolution.

Purpose

The purpose of this award is to assist the Project Sponsor in carrying out an AmeriCorps*VISTA project as authorized under Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended (Pub. L. 93-113).

Funding Information

Current Year	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$20,000	\$20,000
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$20,000	\$20,000

Cumulative Funding for Project Period

Total Awarded in Previous Years	\$0
Total CNCS Funds Awarded to Date	\$20,000

Funding Source and Amount

2011--OPE1-A23-COO-61109-4101	\$20,000.00
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Special Conditions

This award provides \$20,000.00 in funding to support AmeriCorps VISTA activities, \$7,000.00 is being withheld at this time from the initial award due to the federal government continuing resolution status. This award may be augmented depending upon future availability of funds in FY 2011.

Terms of Acceptance: By accepting the terms under this Memorandum of Agreement, the Project Sponsor agrees to comply with all terms and conditions, all assurances and certifications made in the application, and all applicable federal statutes, regulations, and guidelines. The Project Sponsor agrees to administer the project in accordance with the approved project application, budget and Notice of Grant Award (if applicable), supporting documents, and other representations made in support of the approved project application. Terms and conditions for support grants are located at https://egrants.cns.gov/termsandconditions/NGA_TC_Support_Revised20110104.pdf; terms and conditions for program grants are located at https://egrants.cns.gov/termsandconditions/NGA_TC_Program_Revised20110104.pdf.

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

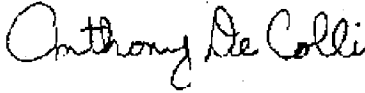
VISTA State

Grantee

Vermont Commission on National and Community Service
103 South Main St 1st Floor, 4 North Waterbury VT 05671-0204

EIN: 036000264

Corporation for National and Community Service:

 02/18/2011

Signature Date

Anthony Decolli

Name (typed)

Senior Grants Officer

Title

Margaret Walter, 215-964-6312

Grants Official

Susan Cheesman, 603-225-1452

Program Official

STATE OF VERMONT
Joint Fiscal Committee Review
Limited Service - Grant Funded
Position Request Form

This form is to be used by agencies and departments when additional grant funded positions are being requested. Review and approval by the Department of Human Resources must be obtained prior to review by the Department of Finance and Management. The Department of Finance will forward requests to the Joint Fiscal Office for JFC review. A Request for Classification Review Form (RFR) and an updated organizational chart showing to whom the new position(s) would report must be attached to this form. Please attach additional pages as necessary to provide enough detail.

Agency/Department: AHS/CO/CNCS Date: 3/16/2011

Name and Phone (of the person completing this request): Hal Colston, 802-241-2135

Request is for:

- Positions funded and attached to a new grant.
- Positions funded and attached to an existing grant approved by JFO # _____

1. Name of Granting Agency, Title of Grant, Grant Funding Detail (attach grant documents):

Corporation for National and Community Service, Umbrella VISTA Supervision Project, (Notice of Grant Award)

2. List below titles, number of positions in each title, program area, and limited service end date (information should be based on grant award and should match information provided on the RFR) position(s) will be established only after JFC final approval:

<u>Title* of Position(s) Requested</u>	<u># of Positions</u>	<u>Division/Program</u>	<u>Grant Funding Period/Anticipated End Date</u>
Umbrella VISTA Project Supervisor	1	AHS/CO/CNCS	2/27/2011 to 3/24/2012

*Final determination of title and pay grade to be made by the Department of Human Resources Classification Division upon submission and review of Request for Classification Review.

3. Justification for this request as an essential grant program need:

AHS/CNCS have entered into a Memorandum of Agreement with the Corporation for National and Community Service to fund a staff member to manage and administer four AmeriCorps*VISTA Vermont sites totalling 18 AmeriCorps*VISTA members.

I certify that this information is correct and that necessary funding, space and equipment for the above position(s) are available (required by 32 VSA Sec. 5(b)).

Patrick Flood 4/8/11
 Signature of Agency or Department Head Date

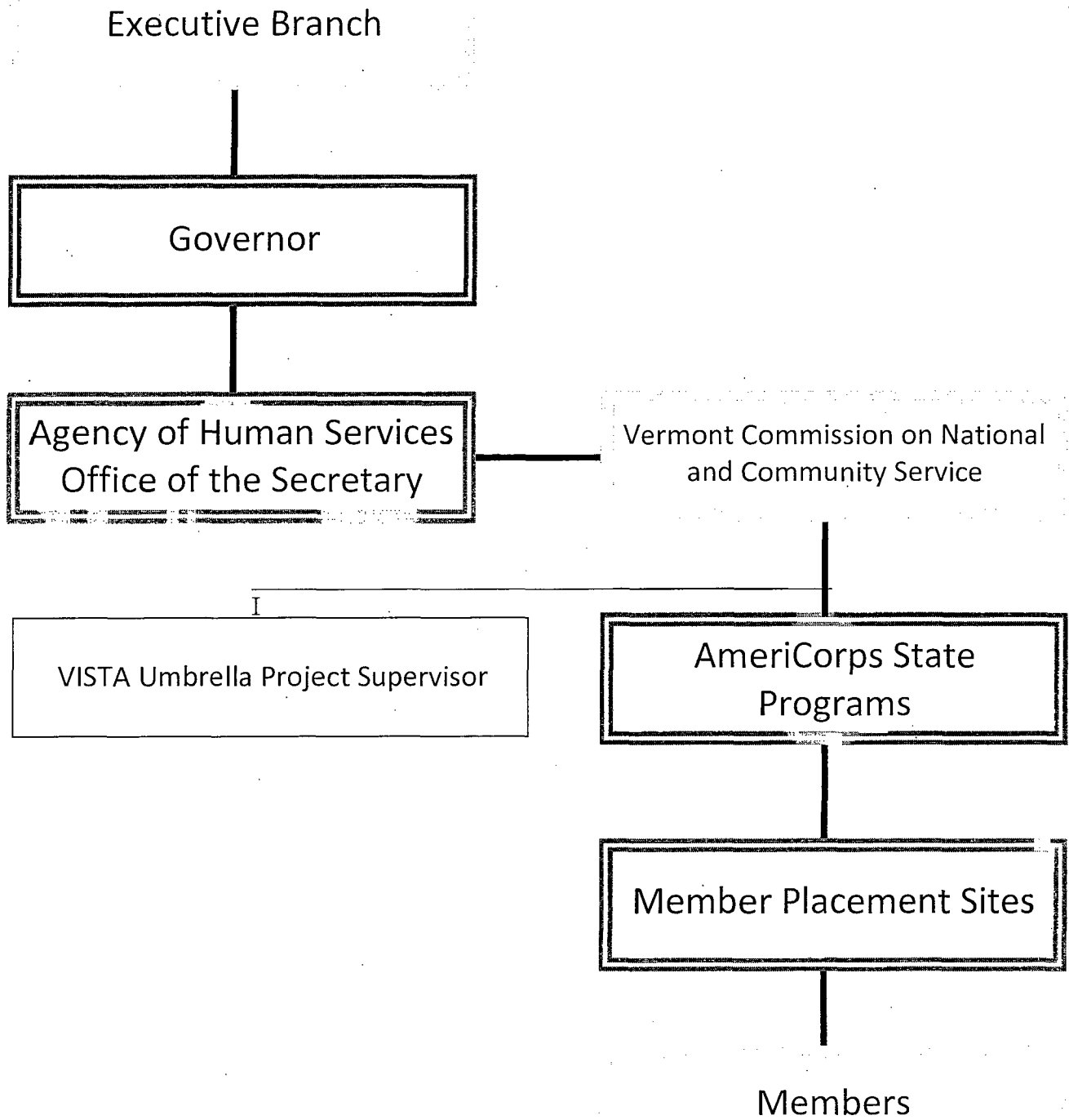
Molly Paulge 4/12/11
 Approved/Denied by Department of Human Resources Date

[Signature] 4/27/11
 Approved/Denied by Finance and Management Date

[Signature] 04/25/11
 Approved/Denied by Secretary of Administration Date

Comments:

VERMONT COMMISSION ON NATIONAL AND COMMUNITY SERVICE ORGANIZATION STRUCTURE



Request for Classification Review Position Description Form A

For Department of Personnel Use Only

Notice of Action # _____		Date Received (Stamp)
Action Taken: _____		
New Job Title _____		
Current Class Code _____	New Class Code _____	
Current Pay Grade _____	New Pay Grade _____	
Current Mgt Level _____ B/U _____ OT Cat. _____ EEO Cat. _____ FLSA _____		
New Mgt Level _____ B/U _____ OT Cat. _____ EEO Cat. _____ FLSA _____		
Classification Analyst _____	Date _____	Effective Date: _____
Comments:		Date Processed: _____
Willis Rating/Components:	Knowledge & Skills: _____	Mental Demands: _____
	Working Conditions: _____	Accountability: _____
	Total: _____	

Incumbent Information:

Employee Name: Employee Number:

Position Number: Current Job/Class Title:

Agency/Department/Unit: Work Station: Zip Code:

Supervisor's Name, Title, and Phone Number:

How should the notification to the employee be sent: employee's work location or other address, please provide mailing address:

New Position/Vacant Position Information:

New Position Authorization: Request Job/Class Title:

Position Type: Permanent or Limited / Funding Source: Core, Partnership, or Sponsored

Vacant Position Number: Current Job/Class Title:

Agency/Department/Unit: Work Station: Zip Code:

Supervisor's Name, Title and Phone Number:

Type of Request:

Management: A management request to review the classification of an existing position, class, or create a new job class.

Employee: An employee's request to review the classification of his/her current position.

1. Job Duties

This is the **most critical** part of the form. Describe the activities and duties required in your job, **noting changes (new duties, duties no longer required, etc.) since the last review**. Place them in order of importance, beginning with the single most important activity or responsibility required in your job. The importance of the duties and expected end results should be clear, including the tolerance that may be permitted for error. Describe each job duty or activity as follows:

- **What** it is: The nature of the activity.
- **How** you do it: The steps you go through to perform the activity. Be specific so the reader can understand the steps.
- **Why** it is done: What you are attempting to accomplish and the end result of the activity.

For example a Tax Examiner might respond as follows: **(What)** *Audits tax returns and/or taxpayer records.* **(How)** *By developing investigation strategy; reviewing materials submitted; when appropriate interviewing people, other than the taxpayer, who have information about the taxpayer's business or residency.* **(Why)** *To determine actual tax liabilities.*

(What) Manage and administer the Umbrella VISTA project.

(How) Assist in recruitment of VISTA members, coordinate orientation and training for members and site supervisors, conduct site visits and monitor and compile VISTA site reports. Establish and execute a monitoring process for VT CNCS AmeriCorps programs. Create and manage cross-collaboration of AmeriCorps programs to share resources. Ensure positive relations, facilitate idea-sharing, and mediate issues with the community, the project, site supervisors, and VISTA members.

(Why) To ensure a fair and equal opportunity for organizations to access VISTA resources.

2. Key Contacts

This question deals with the personal contacts and interactions that occur in this job. Provide brief typical examples indicating your primary contacts (**not** an exhaustive or all-inclusive list of contacts) other than those persons to whom you report or who report to you. If you work as part of a team, or if your primary contacts are with other agencies or groups outside State government describe those interactions, and what your role is. For example: you may *collaborate, monitor, guide, or facilitate change*.

Hal Colston, Executive Director, VT CNCS, manage the Umbrella VISTA Project Supervisor
Susan Cheesman, State Program Specialist, Corporation for National and Community Service, collaborate with VT CNCS to guide and monitor the project.

Umbrella VISTA Project Supervisor, manage four VISTA program sites that involve a total of 18 VISTA positions. Provide training and support to sites and manage and report program grants to the Corporation.

3. Are there licensing, registration, or certification requirements; or special or unusual skills necessary to perform this job?

Include any special licenses, registrations, certifications, skills; (such as counseling, engineering, computer programming, graphic design, strategic planning, keyboarding) including skills with specific equipment, tools, technology, etc. (such as mainframe computers, power tools, trucks, road equipment, specific software packages). Be specific, if you must be able to drive a commercial vehicle, or must know Visual Basic, indicate so.

Aside from having a valid driver's license to visit sites, no special licensing or certification is required.

4. Do you supervise?

In this question "supervise" means if you direct the work of others where you are held **directly** responsible for assigning work; performance ratings; training; reward and discipline or effectively recommend such action; and other personnel matters. List the names, titles, and position numbers of the classified employees reporting to you:

Each of the four project sites (Governor's Institute fo Vermont, Brattleboro Community Justice Center, Community Economic Development Office, and AHS/VT CNCS) will have a VISTA site supervisor who will be supervised by the project supervisor.

5. In what way does your supervisor provide you with work assignments and review your work?

This question deals with how you are supervised. Explain how you receive work assignments, how priorities are determined, and how your work is reviewed. There are a wide variety of ways a job can be supervised, so there may not be just one answer to this question. For example, some aspects of your work may be reviewed on a regular basis and in others you may operate within general guidelines with much independence in determining how you accomplish tasks.

Each of the four projects sites will develop a work plan that will detail tasks and outcomes to me measured to provide a general guideline for success of the sites.

6. Mental Effort

This section addresses the mental demands associated with this job. Describe the most mentally challenging part of your job or the most difficult typical problems you are expected to solve. Be sure to give a specific response and describe the situation(s) by example.

- For example, a purchasing clerk might respond: *In pricing purchase orders, I frequently must find the cost of materials not listed in the pricing guides. This involves locating vendors or other sources of pricing information for a great variety of materials.*
- Or, a systems developer might say: *Understanding the ways in which a database or program will be used, and what the users must accomplish and then developing a system to meet their needs, often with limited time and resources.*

The program sites will be monitored for compliance and performance measures. This may involve reporting to the Corporation findings showing that the program is out of compliance.

7. Accountability

This section evaluates the job's expected results. In weighing the importance of results, consideration should be given to responsibility for the safety and well-being of people, protection of confidential information and protection of resources.

What is needed here is information not already presented about the job's scope of responsibility. What is the job's most significant influence upon the organization, or in what way does the job contribute to the organization's mission?

Provide annualized dollar figures if it makes sense to do so, explaining what the amount(s) represent.

For example:

- A social worker might respond: *To promote permanence for children through coordination and delivery of services;*
- A financial officer might state: *Overseeing preparation and ongoing management of division budget: \$2M Operating/Personal Services, \$1.5M Federal Grants.*

To ensure program site success with regards to the VISTA member experience and the impact on the community being served.

8. Working Conditions

The intent of this question is to describe any adverse conditions that are routine and expected in your job. It is not to identify special situations such as overcrowded conditions or understaffing.

- a) What significant mental stress are you exposed to? All jobs contain some amount of stress. If your job stands out as having a significant degree of mental or emotional pressure or tension associated with it, this should be described.

Type	How Much of the Time?
Federal reporting of the program grants and program performance	25% of the time
Site monitoring for compliance performance	10% of the time

- b) What hazards, special conditions or discomfort are you exposed to? (Clarification of terms: **hazards** include such things as potential accidents, illness, chronic health conditions or other harm. Typical examples might involve exposure to dangerous persons, including potentially violent customers and clients, fumes, toxic waste, contaminated materials, vehicle accident, disease, cuts, falls, etc.; and **discomfort** includes exposure to such things as cold, dirt, dust, rain or snow, heat, etc.)

Type	How Much of the Time?
Automobile travel during seasonal hazardous conditions	5% of the travel time

- c) What weights do you lift; how much do they weigh and how much time per day/week do you spend lifting?

Type	How Heavy?	How Much of the Time?
Moving and placing equipment for trainings	up to 25 lbs.	5% of training time

- d) What working positions (sitting, standing, bending, reaching) or types of effort (hiking, walking, driving) are required?

Type	How Much of the Time?
Office work will require sitting, standing, bending, and reaching. Site visits will require walking as well as driving to the sites.	100% of the time

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Additional Information:

Carefully review your job description responses so far. If there is anything that you feel is important in understanding your job that you haven't clearly described, use this space for that purpose. Perhaps your job has some unique aspects or characteristics that weren't brought out by your answers to the previous questions. In this space, add any additional comments that you feel will add to a clear understanding of the requirements of your job.

N/A

Employee's Signature (required): _____ Date: _____

Supervisor's Section:

Carefully review this completed job description, but **do not** alter or eliminate any portion of the original response. Please answer the questions listed below.

1. What do you consider the most important duties of this job and why?

Effective training, support, and monitoring the VISTA sites is important to ensure their success. Federal grant management and reporting is important to make sure all parties are in compliance with federal rules and regulations.

2. What do you consider the most important knowledge, skills, and abilities of an employee in this job (not necessarily the qualifications of the present employee) and why?


Project management skills are important with the ability to meet deadlines. Familiarity with the AmeriCorps VISTA program would be an asset along with strong leadership skills and the ability to effectively communicate with a diversity of stakeholders. Being self-motivated and self-directed is a strength for the position.

3. Comment on the accuracy and completeness of the responses by the employee. List below any missing items and/or differences where appropriate.

N/A New and unfilled position.

4. Suggested Title and/or Pay Grade:

Umbrella VISTA Project Supervisor - This position is part-time but could become fulltime should VT CNCS be awarded a supplemental grant through its Program Development and Training grant or its Disability Placement grant.

Supervisor's Signature (required):  Date: 3.25.11

Personnel Administrator's Section:

Please complete any missing information on the front page of this form before submitting it for review.

Are there other changes to this position, for example: Change of supervisor, GUC, work station?

Yes No If yes, please provide detailed information.

Attachments:

- Organizational charts are **required** and must indicate where the position reports.
- Draft job specification is **required** for proposed new job classes.

Will this change affect other positions within the organization? If so, describe how, (for example, have duties been shifted within the unit requiring review of other positions; or are there other issues relevant to the classification review process).

N/A

Suggested Title and/or Pay Grade:

Personnel Administrator's Signature (**required**): _____ Date: _____

Appointing Authority's Section:

Please review this completed job description but **do not alter** or eliminate any of the entries. Add any clarifying information and/or additional comments (if necessary) in the space below.

Suggested Title and/or Pay Grade:

Appointing Authority or Authorized Representative Signature (**required**)

Date

Notice of Grant Award**Corporation for National and Community Service**

601 Walnut Street, Suite 876 E

Philadelphia, PA 19106-3323

VISTA State**Grantee**Vermont Commission on National and Community Service
103 South Main St 1st Floor, 4 North Waterbury VT 05671-0204

EIN: 036000264

Award Information

Agreement No.:	11VSAVT001	Project Period:	02/27/2011 - 03/24/2012
Amendment No.:	1	Budget Period:	02/27/2011 - 03/24/2012
CFDA No.:	94.013		

Award Description

Staff-initiated amendment to award the remaining \$7,000 VISTA Supervision Funds. ALL PREVIOUS TERMS AND CONDITIONS CONTINUE TO APPLY.

Active in CCR; Registration valid until 09/16/2011.

DUNS: 809376155

Purpose

The purpose of this award is to assist the Project Sponsor in carrying out an AmeriCorps*VISTA project as authorized under Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended (Pub. L. 93-113).

Funding Information

Current Year	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$20,000	\$7,000	\$27,000
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$20,000	\$7,000	\$27,000
Cumulative Funding for Project Period			
Total Awarded in Previous Years			\$0
Total CNCS Funds Awarded to Date			\$27,000

Funding Source and Amount

2011--OPE1-A23-COO-61109-4101	\$7,000.00
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Special Conditions

COSTS ALLOWED UNDER THIS GRANT ARE LIMITED TO THOSE CATEGORIES CONTAINED IN SIGNED APPLICATION PACKAGE.

COMPLIANCE WITH OMB CIRCULARS: A-21; A-87; A-102; A-110; A-122 AND A-133 AS APPLICABLE, IS REQUIRED.

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

VISTA State

Grantee

Vermont Commission on National and Community Service
103 South Main St 1st Floor, 4 North Waterbury VT 05671-0204

EIN: 036000264

Terms of Acceptance: By accepting the terms under this Memorandum of Agreement, the Project Sponsor agrees to comply with all terms and conditions, all assurances and certifications made in the application, and all applicable federal statutes, regulations, and guidelines. The Project Sponsor agrees to administer the project in accordance with the approved project application, budget and Notice of Grant Award (if applicable), supporting documents, and other representations made in support of the approved project application. Terms and conditions for support grants are located at https://egrants.cns.gov/termsandconditions/NGA_TC_Support_Revised20110104.pdf; terms and conditions for program grants are located at https://egrants.cns.gov/termsandconditions/NGA_TC_Program_Revised20110104.pdf.

Corporation for National and Community Service:

Margaret Q. Walter 02/23/2011

Signature Date

Margaret Walter

Name (typed)

Senior Grants Officer

Title

Margaret Walter, 215-964-6312

Grants Official

Susan Cheesman, 603-225-1452

Program Official



CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps*VISTA

Project Number: 11VSAVT001
Agreement Number:

MEMORANDUM OF AGREEMENT

between

Vermont Commission on National and
Community Service
103 South Main St
1st Floor, 4 North
Waterbury, VT 05671-0204

EIN: 036000264

and

Corporation for National and Community Service
New Hampshire State Office
55 Pleasant Street
Room 1501
Concord, NH 03301-3954

Pursuant to Title I, Pub.L. 93-113,
the Domestic Volunteer Service Act
of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as the "Corporation"; and 2) Vermont Commission on National and Community Service, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps*VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. 4951 et seq.), hereinafter referred to as "the Act". The primary purpose of this agreement is for the Corporation to provide the Sponsor with up to twenty (20) AmeriCorps*VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between the Corporation and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$44,928.00 to cost-share up to four (4) AmeriCorps*VISTA member(s) and the assignment of up to sixteen (16) CNS AmeriCorps*VISTA members(s) supported by the Corporation. The Sponsor's cost-share of up to four (4) members is subject to annual review and renewal every 12 months. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 15. of Part II of this Agreement.

I. GENERAL PROVISIONS

1. Duration of This Agreement

This Agreement is for one year, and shall become effective on the date of 02/27/2011 after execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 02/27/2011 and shall end thereafter on 03/24/2012, unless terminated sooner by either or both of the parties.

2. Status of VISTA Members During Service

a) AmeriCorps*VISTA members are eligible for all benefits and coverages provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

b) AmeriCorps*VISTA members shall not be considered employees of the Sponsor. AmeriCorps*VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

II. RESPONSIBILITIES OF THE PARTIES

1. Corporation Responsibilities. The Corporation will:

- a. Assign AmeriCorps*VISTA members to the Sponsor, and at the discretion of the Corporation, assign replacements for any AmeriCorps*VISTA members who resign, transfer to other projects or are terminated.
- b. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- c. Submit the project description to the Governor for review.
- d. Process and give final selection to member applications submitted by Sponsor.
- e. Provide VISTA candidate in-processing and pre-service orientation at AmeriCorps*VISTA program expense, and may provide assistance or support for in-service training of VISTA members.
- f. Subject to the availability of funds, conduct training for the Sponsor's AmeriCorps*VISTA supervisor(s), and pay such costs associated with such training.
- g. Provide a relocation allowance, as appropriate, for AmeriCorps*VISTA members having to relocate in order to serve.
- h. Provide AmeriCorps*VISTA members with subsistence allowances in accordance with the

AmeriCorps*VISTA policies and procedures.

- i. Enroll AmeriCorps*VISTA members in the AmeriCorps Health Benefits Program.
- j. Provide a child care subsidy for children of AmeriCorps*VISTA members that qualify for the benefit in order for such AmeriCorps*VISTA members to participate in the AmeriCorps*VISTA program.
- k. Enroll AmeriCorps*VISTA members, who so request, in the AmeriCorps*VISTA life insurance program.
- l. Periodically review and assist the Sponsor's use of AmeriCorps*VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative.
- m. Promptly respond to written requests by the Sponsor to remove any AmeriCorps*VISTA member from the project in accordance with the Corporation's policies and procedures.
- n. Provide the Sponsor timely information concerning applicable Corporation and AmeriCorps*VISTA regulations, policies and procedures.
- o. Provide to AmeriCorps*VISTA candidate and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations at 45 CFR Part 1211, and the AmeriCorps*VISTA Member Handbook.
- p. Provide education awards through the National Service Trust, for those not selecting the end-of-year stipend payment.

2. Sponsor Obligations. The Sponsor will:

- a. As mutually agreed with the Corporation, assist in the recruitment of applicants to become AmeriCorps*VISTA members.
- b. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps*VISTA members at the beginning of their service.
- c. Assist in the provision of pre-service, early service, and in-service training, as specified in the Project Narrative.
- d. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to

the
program.

e. Operate the project in accordance with the project application, including the budget that states the

Sponsor's reimbursement to the Corporation for the subsistence allowances of all AmeriCorps*VISTA members assigned to the Sponsor who are subject to cost-share.

f. Engage in best efforts to accomplish the goals and objectives set out for the AmeriCorps*VISTA members in the Project Narrative, and comply with the Assurances included within the Project Application (Narrative).

g. Provide on-the-job transportation and other project support as specified in the Project Narrative and paragraph 3 ("Joint Responsibilities") of this Part of the Agreement.

h. Supervise the AmeriCorps*VISTA members as described in the Project Narrative and paragraph 3 ("Joint Responsibilities" of this Part of the Agreement).

i. Provide all AmeriCorps*VISTA members grievance rights and procedures in accordance with the Corporation's regulations at 45 CFR Part 1211, and the currently operative AmeriCorps*VISTA Member Handbook.

j. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps*VISTA members and the project as the Corporation may require. The Sponsor agrees to retain such records as the Corporation may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Corporation for the purpose of litigation, audit or examination.

→ k. If circumstances require, the Sponsor will advance up to \$500.00 to any AmeriCorps*VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by the Corporation when the Sponsor and AmeriCorps*VISTA member have completed and submitted an AmeriCorps*VISTA Payment Voucher, CNS Form V-531. The Corporation will not be responsible for the reimbursement of these funds unless the AmeriCorps*VISTA Payment Voucher form is submitted to the State Program Director.

l. To the maximum extent practicable, consult with and use the people of the community to be served by

AmeriCorps*VISTA members in planning, developing, and implementing the project.

m. Report to the appropriate Corporation State Office, within 24 hours, the unscheduled departure of

AmeriCorps*VISTA members, and otherwise keep the Corporation timely informed of unscheduled

changes of status and conditions of AmeriCorps*VISTA members, such as arrests, hospitalization, and absence without leave.

n. Submit Project Progress Reports within the required time frame.

o. Submit on-assignment training plans to the appropriate Corporation State Office at least thirty (30)

days in advance of the proposed starting date of such training. On-assignment training must occur and

be completed within the first two to four weeks of an AmeriCorps*VISTA member's assignment to the

Sponsor.

→ p. Provide information to subrecipient project sites ("subrecipients") (see paragraph 6 of this Part, "Delegations and Subcontracting") on the conditions of AmeriCorps*VISTA member service and execute written agreements with subrecipients, as needed ("subrecipient agreements"). The

subrecipient

agreements are intended to insure the Sponsor's compliance with the requirements of the Project Application and with this agreement between the Corporation and the Sponsor. Each such

subrecipient

agreement shall, at a minimum, contain the following four elements:

(i) **Statement of work.** The subrecipient agreement shall include a description of the work to be

performed, a schedule for completing the work, and a budget. These items shall be in sufficient

detail to provide a sound basis for the sponsor to monitor performance under the agreement effectively.

(ii) **Records and reports.** The subrecipient agreement shall specify the particular records the subrecipient must maintain and the particular reports the subrecipient must submit in order to assist

the recipient in meeting its recordkeeping and reporting requirements.

(iii) **Other program requirements.** The subrecipient agreement shall require the subrecipient to

carry out each activity in compliance with all Federal laws and regulations described in

sections

4, 5, 7, 8, and 9 of this part of agreement.

(iv) **Suspension and termination.** The subrecipient agreement shall specify that termination of that agreement may occur if the subrecipient materially fails to comply with any its term.

q. Ensure that the Sponsor's AmeriCorps*VISTA Supervisor(s) participate(s) in AmeriCorps*VISTA supervisory orientation provided by the Corporation.

r. Make every reasonable effort to ensure that the health and safety of AmeriCorps*VISTA members are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps*VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

s. By the effective date of this Agreement, the Sponsor must certify that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating project sites (i.e., subrecipients) are accessible to qualified persons with disabilities, promote their equal participation, and do not otherwise discriminate against such persons based on disability.

t. Return the Sponsor Verification Form to the Corporation State Program Office within five (5) workdays of receipt. The Sponsor must indicate actual departure date(s) of AmeriCorps*VISTA member(s) who leave prior to completion of service date(s). The Sponsor must sign and return the form to the Corporation State Program Office even if no AmeriCorps*VISTA members left/leave during the pay period covered by the form.

u. In the event of a locally- and/or nationally- declared disaster, and with direction from the Corporation, be responsible for providing AmeriCorps VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed. All AmeriCorps VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps* VISTA members and Sponsors shall continue while on special disaster relief assignment as if the AmeriCorps VISTA members are in traditional service at the originally assigned site.

v. Allow AmeriCorps*VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the

members are in service.

- w. Ensure that persons selected as AmeriCorps*VISTA members to serve at the Sponsor are not related by blood or marriage to project staff, sponsor staff, officers or members of the sponsor's Board of Directors, or responsible Corporation program staff.

3. Joint Responsibilities

- a. Sponsor has primary responsibility for recruiting AmeriCorps*VISTA members with support from the Corporation.
- b. The Sponsor and the Corporation will cooperate together in all in-service trainings, in accordance with all applicable Corporation policies.

4. Nondiscrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps*VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

5. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from the Corporation, the Sponsor and/or the Subrecipient, depending on the circumstances, are responsible for ensuring compliance with the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

- (1) Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the sponsor, its agents or supervisory employees should have known of the acts.
- (2) Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
- (3) Acts of sexual harassment toward fellow AmeriCorps*VISTA members or non-employees, where the sponsor/grantee, its agent or its supervisory employees knew or should have known of

the

conduct, unless it took immediate and appropriate corrective action.

6. Delegation and Subcontracting

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to subrecipient project sites. AmeriCorps*VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations ("project sites") as described in the Project Narrative and in accordance with written subrecipient agreements.

7. Supplemental Payments Prohibited

Monetary subsistence allowances provided to AmeriCorps*VISTA members are designed to permit AmeriCorps*VISTA members to live at or below the economic level of the persons served, as required by law. Sponsor is strictly prohibited from supplementing these allowances and must assure that others, such as any participating subrecipient project sites, do not do so.

8. Prohibitions of Use of Corporation Assistance By Sponsor

The Sponsor agrees that no AmeriCorps*VISTA member assigned to the Sponsor, and no other federal financial assistance provided by the Corporation, under this Agreement, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

9. The Sponsor further agrees not to:

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- b. Assign AmeriCorps*VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- c. Accept or permit the acceptance of compensation from AmeriCorps*VISTA members or from beneficiaries for the services of AmeriCorps*VISTA members.

d. Approve the involvement of any AmeriCorps*VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

10. Amendments

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor, and the appropriate Corporation State Director and the appropriate Corporation Executive Officer. In addition all parties agree to amend this Agreement as required by paragraph 16. of this Part, "Increases in AmeriCorps*VISTA Members Allowances During This Agreement."

11. Severability

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

12. Notices

All notices and communications required to be given to the Corporation by the Sponsor, except as specifically provided in paragraph 15 of the Part, shall be directed to Susan Cheesman, the Corporation State Program Specialist at the State Program Office Address provided below. All notices to be given to the Sponsor by the Corporation shall be directed to Hal Colston at:
103 South Main St
1st Floor, 4 North
Waterbury, VT 05671-0204.

In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately. Such written notice should include the Agreement number and Sponsor EIN.

13. Termination, Suspension, Or Non-Renewal

Right to Terminate with Notice. The Sponsor or the Corporation may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the Corporation of its intent.

Material Failure or Threatened Material Failure. The Corporation may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth at 45 CFR Part 1206 or 42 U.S.C. § 4953(g).

14. Order of Precedence

In the event of inconsistencies or conflicts between the Project Narrative and the Agreement, this Agreement shall govern.

15. Cost Share Payment Provisions

a. **Bi-Weekly Allowance Payments Made By the Corporation to VISTA Members.** The Sponsor shall reimburse the Corporation for bi-weekly payments to all cost-share VISTA

members, covered by this Agreement, for their living allowances (i.e., monthly subsistence allowances) as stated in the Budget.

b. Reimbursement Schedule For Sponsor to Pay Back Corporation.

i. Corporation Issues Monthly Invoices: At the end of each month during which cost-share VISTA members are serving throughout the term of this Agreement, the Corporation will provide the Sponsor with an invoice detailing the member allowance expenditures made by the Corporation, on behalf of the Sponsor, in that month. The Sponsor will have 30 days to tender full reimbursement to the Corporation of the total expenditures noted on the invoice.

ii. Requirement For Full Reimbursement to Corporation By Due Date: In accordance with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), the Corporation's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (31 CFR Parts 900 to 904), the Sponsor is required to fully reimburse the Corporation for the expenditures that the Corporation made to the cost-share VISTA member(s) on behalf of the Sponsor by the Due Date set forth on the Invoice. Also, under federal law, any expenditures that the Corporation makes to the cost-share VISTA member(s) on behalf of the Sponsor is considered a debt of the Sponsor, and the Corporation must try to collect the debt it is owed

iii. Sponsor May Elect to Pay In Advance of Start of Project: The Sponsor may elect to advance funds to the Corporation for the Sponsor's cost-share of the member allowances, before the start of the Sponsor's project. In such a case, the monthly accounting invoice described directly above in paragraph 15.b.i. shall still be sent to the Sponsor monthly and shall reflect paid charges incurred by the Sponsor against the advance.

c. Reimbursement Procedures For Sponsor to Pay Back Corporation. All reimbursements made by the Sponsor to the Corporation - i.e., monthly reimbursements and close-out payments for any amounts remaining due -- shall be paid through www.pay.gov. Within 45 days after the end of the project (whether by termination or by expiration of this Agreement), the Corporation shall provide a final accounting of member allowance expenditures, together with a final invoice for any amount remaining due, pursuant to the Sponsor's cost-share Agreement. Payment of any invoice described above is due within 30 days of the date of the invoice.

d. Interest and Penalties For Non-Reimbursement And Delinquencies.

The parties to this Agreement understand that the reimbursement amounts that the Sponsor owes the Corporation, as set forth in the invoices, discussed above in parts b. and c., are considered debts under Federal law and applicable regulations. As a federal agency, the Corporation must comply with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), the Corporation's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (4 CFR Part II.). Accordingly, the Corporation is required to try to collect all debts that it is owed. Such debts include any and all reimbursement amounts that the Sponsor owes the Corporation.

The Sponsor is required to pay the Corporation the full reimbursement amount set forth on each invoice, by the date specified on the invoice. Any reimbursement amount unpaid by the Sponsor to

the Corporation by the date specified on the invoice becomes a delinquent debt. A debt becomes delinquent the day after the date specified on the invoice for the full reimbursement amount.

The parties to this Agreement understand that to the extent that the reimbursement amount that the Sponsor owes the Corporation, as set forth on the invoice, becomes delinquent, the Sponsor is subject to interest on that delinquent debt in accordance with the DCIA at 31 U.S.C. § 3717. To the extent the Sponsor's debt remains delinquent for more than 30 days, the Corporation shall initiate action to collect such debt with interest. In addition, in instances where the Sponsor has such debt that remains delinquent for more than 90 days, the Corporation shall also initiate action to collect administrative costs and penalties. Debt collection may include referral to the U. S. Department of the Treasury, Debt Management Services. The debt may also be collected by the Internal Revenue Service through the U.S. Department of the Treasury Offset Program (TOP).

16. Increases in AmeriCorps*VISTA Payment Amounts During the Term of This Agreement

The parties to this Agreement are cognizant of the likelihood of future area-based "cost-of-living" increases to subsistence allowances, to which AmeriCorps*VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps*VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and the Corporation's regulations and procedures.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

Sponsor

Corporation for National and Community Service

By: _____
(*sponsor signature*)

By: _____
(*State Director signature*)

Name: Hal Colston
(Print)

Name: Shireen Tilley
(Print)

Title: Executive Director

Title: State Program Director

Date: _____

Date: _____

Sponsor's Name: **Vermont Commission on National**

Corporation for National and Community Service

Address: 103 South Main St
1st Floor, 4 North
Waterbury, VT 05671-0204

Address: New Hampshire State Office
55 Pleasant Street
Room 1501
Concord, NH 03301-3954
Phone: 603-226-7780

Phone: (802) 241-4244

By: _____
(*Executive Officer signature*)

Name: Michelle George

Title: Executive Officer

Date: _____

Corporation for National and Community Service

Address: 1201 New York Ave. NW
Washington DC 20525

Phone: 202-606-6626

Sponsor Location Code Number: 61108

Sponsor DUNS Number 809376155