



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Sorsha Anderson, Senior Staff Associate
Date: July 26, 2022
Subject: Position Requests – JFO #3104-3105

Enclosed please find two (2) items, which the Joint Fiscal Office has received from the Administration. This request is being held for the Joint Fiscal Committee meeting planned for July 28, 2022.

JFO #3104 – One (1) limited-service position within the Vermont Military Department titled Administrative Assistant A. This position would be housed within the Department's Starbase program and is being requested in order to share some responsibilities with the Starbase Administrator. This position previously existed but when the incumbent left in 2017 the position was not rehired. The position will be fully funded with federal dollars through the existing cooperative agreement with the U.S. Department of Defense.

[Received July 26, 2022]

JFO #3105 – One (1) limited-service position within the Vermont Military Department titled Military Energy Manager. This position would be housed within the Department's Construction and Facilities Maintenance Office (CFMO) and is being requested to oversee the Energy Efficiency and Resiliency Program. These responsibilities were previously performed by a federal employee, but due to federal personnel reductions the State will now need to fulfill these responsibilities. The position will be fully funded with federal dollars through the existing cooperative agreement with the U.S. Department of Defense.

[Received July 26, 2022]

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions prior to the upcoming JFC meeting.

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: Vermont Military Department Date: 06/07/2022

Name and Phone (of the person completing this request): David Henderson (802) 338-3314

Request is for:

- Positions funded and attached to a new grant.
Positions funded and attached to an existing grant approved by JFO # 1987

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

DEPARTMENT OF DEFENSE STARBASE PROGRAM Federal Funds (Reference 2193b of Title 10, United States Code). See Attached Dept. of Defense Starbase Cooperative Agreement, W912-19-2-4002

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:

Table with 4 columns: Title* of Position(s) Requested, # of Positions, Division/Program, Grant Funding Period/Anticipated End Date. Row 1: Administrative Assistant A, PG 17 1 (.6 FTE) Starbase (2150020000) 9/30/24

*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:

At the end of 2017 the previous part-time Administrative Assistant A left and the position was, unfortunately, not filled in an adequate amount of time. Subsequently, COVID resulted in hiring limitations and we had to wait to rehire for the position. (Please see attachment for further justification)

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)

Signature of Agency or Department Head: Kenneth Gragg Date: 6/15/2022

Approved/Denied by Department of Human Resources: Aimee Pope Date: 2022.06.15

Approved/Denied by Department of Human Resources: Adam Greshin Date: 2022.06.21

Approved/Denied by Finance and Management: [Signature] Date: [Blank]

Approved/Denied by Secretary of Administration: [Signature] Date: [Blank]

Approved/Denied by Governor (required as amended by 2019 Leg. Session): [Signature] Date: 7/25/22

Position Justification – Administrative Assistant A (Continued).

The added workload on the remaining staff has had the effect of diminishing the quality of the program. The Starbase Administrator is limited to how much outreach he can do due to being tied down to administrative/budgeting/office responsibilities. Staff at each site has had to take some focus away from the students we serve to deal with administrative duties. The number of students we reach and the quality of the program has suffered because of the administrative position loss.

The State of Vermont Starbase Program operates under a Cooperative Agreement with the Department of Defense and the program is 100% federally funded. The DoD Manning Model for the Starbase Program includes an admin position. The Starbase Vermont budget includes money for an admin person. The position is needed for budget & finance, monthly reconciliation of invoices & reimbursements, inventory tracking, files/records management, etc.

Not filling this position will yield the following consequences for the State of Vermont:

- The nearly \$60,000 budget increase for the position will be lost; a net financial loss for the State of Vermont (something we cannot afford, especially in these difficult economic times).
- A lost opportunity to invest approved federal dollars into the State of Vermont by providing employment at a time of economic stress (at no cost to the state).
- Diminished quantity and quality of the Starbase Program; we strive to reach as many students as we can with limited resources and the added position will help us do just that.
- The State of Vermont not living up to its commitment to the federal government under the Master Youth Program Cooperative Agreement.

VERMONT DEPARTMENT OF PERSONNEL
Request for Classification Action
New or Vacant Positions
Existing Job Class/Titles ONLY
Position Description Form C

- **This form is to be used by management to request the allocation of a new position, or reallocation of a vacant position, to an EXISTING class title.**
- Employee requests must be submitted on the separate "Position Description Form A."
- Requests for full classification, to determine the appropriate pay grade for any job class must be submitted on "Position Description Form A."
- This form was designed in Microsoft Word to download and complete on your computer. This is a form-protected document, so information can only be entered in the shaded areas of the form.
- To move from field to field use your mouse, the arrow keys or press Tab. Each form field has a limited number of characters. Use your mouse or the spacebar to mark and unmark a checkbox.
- Where additional space is needed to respond to a question, you will need to attach a separate page, and number the responses to correspond with the numbers of the questions on the form. Please contact your Personnel Officer if you have difficulty completing the form.
- All sections of this form are required to be completed unless otherwise stated.
- The form must be complete, including required attachments and signatures or it will be returned to the department's personnel office.

Request for Classification Action
New or Vacant Positions
EXISTING Job Class/Title ONLY
Position Description Form C/Notice of Action
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: _____ Accountability: _____ | |
| Working Conditions: _____ Total: _____ | |

Position Information:

Incumbent: **Vacant or New Position**

Position Number: None Current Job/Class Title: None

Agency/Department/Unit: 02150 GUC: 2150020000

Pay Group: W40 Work Station: S. Burlington Zip Code: 05403

Position Type: Permanent Limited Service (end date) 9/0/24

Funding Source: Core Sponsored Partnership. For Partnership positions provide the funding breakdown (% General Fund, % Federal, etc.) 100% Federal - Starbase Program Cooperative Agmt.

Supervisor's Name, Title and Phone Number: Dan Myers (802) 660-5201

Check the type of request (new or vacant position) and complete the appropriate section.

New Position(s):

a. **REQUIRED:** Allocation requested: Existing Class Code 050100 Existing Job/Class Title: Administrative Assistant A (.6 FTE)

b. Position authorized by:

- Joint Fiscal Office – JFO # Approval Date:
- Legislature – Provide statutory citation (e.g. Act XX, Section XXX(x), XXXX session)
- Other (explain) -- Provide statutory citation if appropriate.

Vacant Position:

- a. Position Number:
- b. Date position became vacant:
- c. Current Job/Class Code: Current Job/Class Title:
- d. REQUIRED: Requested (existing) Job/Class Code: Requested (existing) Job/Class Title:
- e. Are there any other changes to this position; for example: change of supervisor, GUC, work station? Yes No If Yes, please provide detailed information:

For All Requests:

1. List the anticipated job duties and expectations; include all major job duties:

2. Provide a brief justification/explanation of this request:

Not filling this position will yield the following consequences for the State of Vermont:

• The nearly \$60,000 budget increase for the position will be lost; a net financial loss for the State of Vermont (something we cannot afford, especially in these difficult economic times).

• A lost opportunity to invest approved federal dollars into the State of Vermont by providing employment at a time of economic stress (at no cost to the state).

• Diminished quantity and quality of the Starbase Program; we strive to reach as many students as we can with limited resources and the added position will help us do just that.

• The State of Vermont not living up to its commitment to the federal government under the Master Youth Program Cooperative Agreement.

3. If the position will be supervisory, please list the names and titles of all classified employees reporting to this position (this information should be identified on the organizational chart as well). N/A

Personnel Administrator's Section:

4. If the requested class title is part of a job series or career ladder, will the position be recruited at different levels? Yes No

5. The name and title of the person who completed this form: Dave Henderson, Admin Services Coord, Military Department

6. Who should be contacted if there are questions about this position (provide name and phone number): Dave Henderson, 802-338-3314

7. How many other positions are allocated to the requested class title in the department:

8. Will this change (new position added/change to vacant position) affect other positions within the organization? (For example, will this have an impact on the supervisor's management level designation; will duties be shifted within the unit requiring review of other positions; or are there other issues relevant to the classification process.)

Attachments:

- Organizational charts are **required** and must indicate where the position reports.
- Class specification (optional).
- For new positions, include copies of the language authorizing the position, or any other information that would help us better understand the program, the need for the position, etc.
- Other supporting documentation such as memos regarding department reorganization, or further explanation regarding the need to reallocate a vacancy (if appropriate).

Personnel Administrator's Signature (required)*

Date

DocuSigned by:
Dan Myers
ABE423AB672747F

6/14/2022

Supervisor's Signature (required)*

Date

DocuSigned by:
Kenneth Gragg
56A15B98959480

6/15/2022

Appointing Authority or Authorized Representative Signature (required)*

Date

* Note: Attach additional information or comments if appropriate.

Administrative Assistant A

| | |
|---------------------------------|---|
| Job Code | 050100 |
| Pay Plan | Classified |
| Pay Grade | 17 |
| Occupational Category | Administrative Services, HR & Fiscal Operations |
| Effective Date | 02/10/2002 |
| Class Definition | <p>Administrative work as an assistant to a manager, unit or program chief, or with direct responsibility for a specific assigned program or function. While actual duties may vary, positions in this class are characterized by work in a technical or specialized field, decision making with little concurrent supervisory review, and accountability for results. The role differs from higher level administrative assistants by a more limited program or functional area, and less impact upon total department activities. Assignments may generally be characterized as a first level administrative role with clearly indicated functional and authority dimensions. Assigned duties may include employee supervision. Work is performed under the direction of an administrative superior.</p> |
| Examples of Work | <p>As delegated, may perform assigned tasks of a technical nature requiring independent action and full accountability for program results. Examples include but are not limited to managing support services such as budget, personnel, purchasing or space and communications needs for a board, director or program administrator; administering a licensing or service application procedure requiring analysis of data and an approval or disapproval decision; receiving requests and complaints from consumers and taking substantive action(s) to resolve or alleviate the problem; and serving as coordinator of various support services at a department or institutional level. Duties frequently may include staff supervision with delegated authority for hiring, training, assigning and evaluating work, and disciplining lower level employees. May prepare a variety of fiscal, statistical, or narrative reports. May serve as acting head or represent unit in supervisor's absence. May personally perform complex and confidential secretarial related duties. May develop and implement program procedures. Performs related work as required.</p> |
| Environmental Factors | <p>Duties are typically performed in an office setting with normal working conditions, some of which may be within an institutional environment. Depending upon duties assigned, some travel may be necessary, for which private transportation may be needed.</p> |
| Knowledge, Skills and Abilities | <p>Working knowledge of the principles and practices of public administration.</p> |

Working knowledge of modern office management methods.

Awareness of supervisory principles and practices.

Ability to interpret and apply statutes and regulations of considerable complexity.

Ability to work independently in difficult and complex tasks.

Ability to communicate effectively orally and in writing.

Ability to prepare and deliver clear oral and written reports.

Ability to establish and maintain effective working relationships.

Associate's degree in business technology, secretarial science or office management

OR

High school graduation or equivalent and three (3) years of office clerical experience

Completion of a one-year vocational/technical training program in business and office occupations or related area may be substituted for one year of the work experience

College coursework may be substituted for the work experience on a semester for six months basis.

Minimum
Qualifications

Preferred
Qualifications

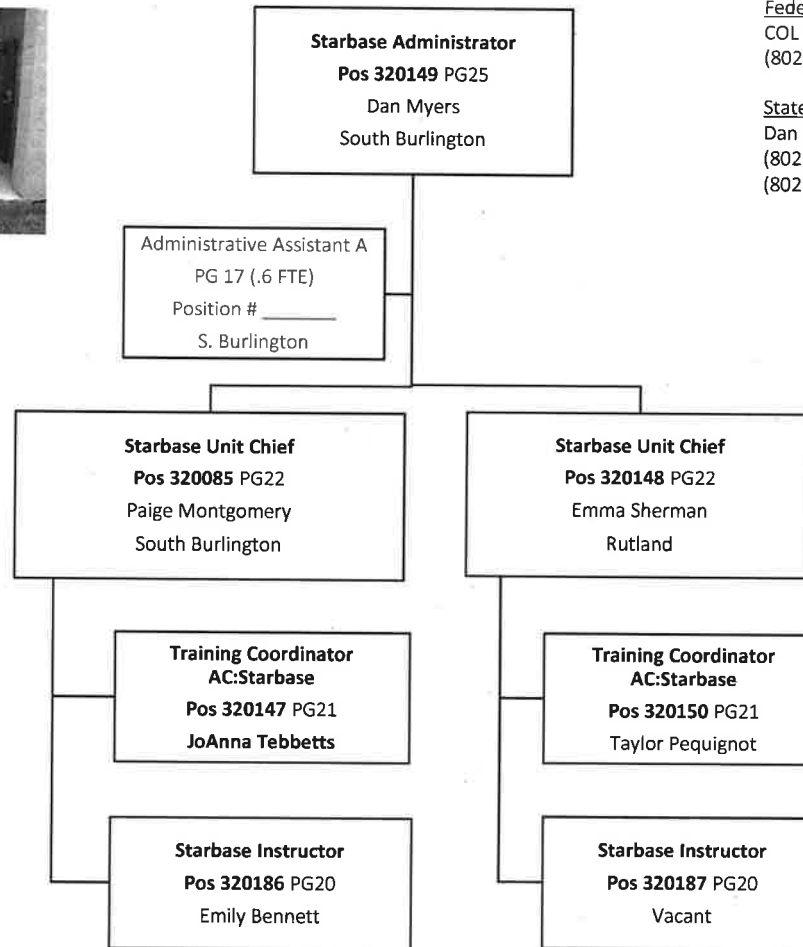
Special
Requirements

n/a

n/a

STARBASE VERMONT

UPDATED 09/27/2021



Federal Program Manager

COL Daniel Finnegan
(802) 660-5291

State Administrator

Dan Myers – South Burlington
(802) 660-5201
(802) 786-3820

Rutland

1 October 2018

| | |
|---|---------------------------------|
| DEPARTMENT OF DEFENSE STARBASE PROGRAM COOPERATIVE AGREEMENT | |
| AGREEMENT NO. W912-19-2-4002 | PAGE 1 OF 21 PAGES |
| ISSUED BY: NATIONAL GUARD BUREAU | ISSUED TO: THE STATE OF VERMONT |

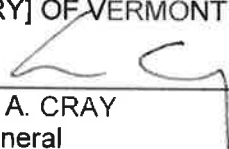
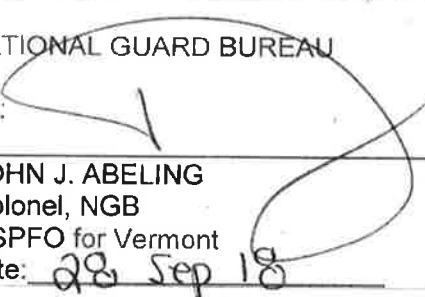
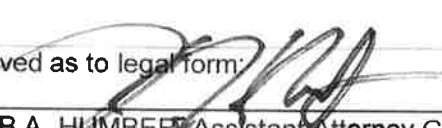
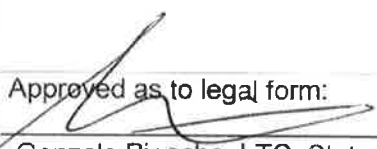
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EXECUTION

By executing this Department of Defense STARBASE Program Cooperative Agreement, the parties agree to the terms and conditions contained herein.

STARBASE Program Cooperative Agreement

| | |
|---|---|
| THE STATE [COMMONWEALTH, DISTRICT, OR TERRITORY] OF VERMONT BY:  <hr/> STEVEN A. CRAY Major General The Adjutant General Date: <u>26 Sep 18</u> | NATIONAL GUARD BUREAU BY:  <hr/> JOHN J. ABELING Colonel, NGB USPFO for Vermont Date: <u>28 Sep 18</u> |
| Approved as to legal form:  <hr/> JACOB A. HUMBERT, Assistant Attorney General Date: <u>21 SEPT 2018</u> | Approved as to legal form:  <hr/> Gonzalo Pinacho, LTC, State Judge Advocate Date: <u>13 Sep 2018</u> |

2018-07391

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Article I Scope, Purpose, and Authority

Section 101. General

a. Congress authorized the Secretary of Defense acting through the Chief, National Guard Bureau (CNGB) to conduct Programs collectively called the "National Guard Youth Programs." The National Guard Bureau (NGB) and the Grantee (The Adjutant General - TAG) have entered into this Department of Defense STARBASE Program Cooperative Agreement (CA) to establish the terms and conditions applicable to the contribution of Department of Defense (DoD) funds or In-Kind Assistance, State funds, and funds from other authorized sources for the activities specified herein.

b. This Agreement applies to the STARBASE and STARBASE 2.0 programs and includes all terms and conditions related to DoD's contribution of funds for the operation and training of the STARBASE Program within the State.

c. It is required for first year STARBASE Programs that the State shall submit its plan signed by the Governor, the State Attorney General and The Adjutant General. The Adjutant General may sign subsequent Cooperative Agreements provided that the Governor delegates this authority to The Adjutant General.

d. Funding cannot be released until the state program budget and state plan are received and approved by NG-J1-Y and OASD/M&RA.

e. Although not an appendix to that document, NGB's Master Cooperative Agreement (MCA) and Attachment A – 2 CFR Part 200 Award Provisions, are incorporated herein by reference. They contain provisions required by federal law and regulation which apply to this STARBASE cooperative agreement and govern it.

Section 102. Scope

The Secretary of Defense, acting through the Chief of the National Guard Bureau, may conduct a National Guard Youth Program (to be known as the Department of Defense STARBASE Program) to use the National Guard to raise the interest and improve the knowledge and skills of at-risk youth in Science, Technology, Engineering, and Mathematics, which will provide for a highly educated and skilled American workforce that can meet the advanced technological requirements of the Department of Defense.

Section 103. Authority

a. 10, United States Code (USC) § 2193b, authorizes the Department of Defense through the National Guard Bureau (NGB) to contribute funds to the States for STARBASE with funds appropriated therefore.

b. This is a Cooperative Agreement (CA) within the meaning of 31 USC § 6305.

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Article II Obligations of the Parties

Section 201. Obligations of the Grantee (State)

a. General.

(1) The Grantee shall exercise its best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this STARBASE CA according to sound and efficient business practices, and the terms, conditions and specifications of this Cooperative Agreement.

(2) The Grantee shall obligate sufficient funds to pay its share of the costs under this Agreement and, where NGB provides services in kind, the costs of which are to be shared under the terms of this Agreement, and to reimburse NGB in the manner provided under this Agreement.

(3) The Grantee's obligations are contingent upon the NGB funding of this STARBASE CA in each Fiscal Year as provided in Article IV, Section 401.

(4) If, at any time within the Federal Fiscal Year (FFY), the Grantee determines that NGB's share of allowable costs has reached the amount reflected in Section 401, or determines that the total amount of NGB's share of allowable costs exceeds 90% of the amount reflected in this Section, the Grantee will notify the Grantor in writing. The notice shall state the total estimated amount of NGB's share of allowable costs and the amount of the Grantee's share of allowable costs necessary to complete a Fiscal Year.

b. Objectives.

(1) The STARBASE Program's intent is to raise the interest and improve the knowledge and skills of at-risk youth in math, science, and technology by exposing them to the technological environment and positive role models found on military bases and installations.

(2) STARBASE 2.0 is an afterschool, middle and high school mentoring initiative conducted in partnership with local school districts that combines STEM activities with a relationship-rich, school-based environment to provide the missing link for youth making the transition from elementary to middle school, and from middle to high school. STEM clubs are expected to meet no less than four hours per month.

(3) The Grantee is advised that the Program is a non-combat, civil-military activity, of the National Guard and the Program shall be conducted so as not to detract from, or interfere with, military training activities of the National Guard.

c. Further Obligations of the Grantee - Plans, Procedures.

(1) The Grantee shall develop a Goal-Focused State Plan that includes STARBASE Academy goals, their measureable achievements, Academy expenditures, and the number of students and classes. This plan will be updated each Fiscal Year.

(2) The Grantee shall develop a standard curriculum for each of the six content areas listed in the DoDI 1025.7 (14 Sep 00). The curriculum will be inquiry-based and the activities will clearly be specified in lesson plans, adhering to the standards, objectives, and approved activities designated by the curriculum committee.

(3) The Grantee shall develop Standing Operating Procedures (SOPs) for all key areas of the Program. SOPs may take the form of handbooks, guides, manuals, etc. The Grantee will ensure the SOPs include the requirement for Program Directors to perform a semi-annual (twice a year) operational self-evaluation.

d. Further Obligations of the Grantee - School District Participants.

(1) STARBASE Application Procedures. The Grantee shall accept applications from any school district (public or private), alternative educational provider, individual, or group of home schooling families.

(2) Youth Selection Criteria. Application and selection procedures shall make reasonable accommodations for physical disabilities and shall, to the fullest extent possible, actively encourage participation of at-risk youth and those that are historically underrepresented in science, math and technology fields.

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(3) Application and selection procedures shall, to the fullest extent possible, attempt to reach and include economically and educationally disadvantaged groups. Other factors to be considered in the selection process are:

- (a) Inner city and/or rural location.
- (b) Disability.
- (c) Socio-economic disadvantage.
- (d) Low academic performance.
- (e) Further Obligations of the Grantee - Staff.

(4) Program personnel will be civilian employees of the State or employed under a contract with the Grantee.

(5) The Grantee may procure by contract the temporary full-time services of such civilian personnel as may be necessary to carry out this Program. Civilian employees and contract personnel performing these services may be required, when appropriate, to achieve a Program objective, to be members of the National Guard and to wear the military uniform.

(6) Specific educational, experience, and similar criteria for all paid staff members may not be less than the criteria which would be required for State employees in similar positions.

(7) The Grantee may require, to the extent consistent with State law and policy, certain staff to be members of the National Guard and, as National Guard members, to wear the military uniform, particularly those in direct contact with the students.

(8) The Grantee is responsible for ensuring STARBASE directors and staff shall attend all authorized and approved DoD funded training. STARBASE Directors and staff are required to attend workshops, seminars and formal training sessions to acquire needed skills and knowledge of total Program Management to assist in assessing the effectiveness of their Programs.

(9) The Grantee shall provide, to the extent practicable, professional instruction, counseling and mentoring as is required for the Program.

(10) Facilities of the National Guard may be used in carrying out the Program.

(11) Grantee staff involved with the program must pass the required background investigation – either the minimum federal standard applicable to the youth age group or a stricter state standard if applicable.

Section 202. Obligations of NGB

a. NGB shall reimburse the Grantee for costs that are allowable as identified in the approved annual state plan in the performance of this agreement. NGB, in conjunction with an appropriate State official, will ensure the administration of the STARBASE Program with respect to the management of logistics, equipment and facilities will comply with applicable Federal and State statutes and regulatory guidance, to include acquisition, property accountability and environmental protection (IAW current PARC policy, the former NGR 5-1 or successor CNGB instruction and manual).

b. Whenever the terms of this Agreement provide for approval by NGB, the approval will not be unreasonably withheld. Any request for approval shall be considered and acted upon by NGB in a timely fashion.

c. The obligations of NGB are subject to the availability of federal funds and the Grantee's actual contribution of its share of the costs as specified in this Agreement.

Section 203. Obligations of Both Parties – Close Out.

NGB and the Grantee share in the responsibility for accurate and timely closeouts of this Agreement. Federal Fiscal Year (FFY) end closeouts and/or projected completion/termination closeout of this Agreement shall be in accordance with current PARC policy, the former NGR 5-1 Chapter 11 or successor CNGB instruction and manual.

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Section 204. Termination of the Agreement

a. Termination for Non-compliance. If the Grantee materially fails to comply with any term of this Agreement, the Grantor may take actions pursuant to 32 Code of Federal Regulations (CFR) Part 33.43, including the following, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the Grantee, or more severe enforcement action by the Grantor/NGB;

(2) Disallow (that is, deny reimbursement) all or part of the cost of the activity or action not in compliance;

(3) Wholly or partially suspend or terminate the current Agreement for the Grantee's Program;

(4) Withhold further Agreements for the Program, and/or;

(5) Take other remedies that may be legally available.

b. Termination for Convenience. This Agreement may be terminated in whole or in part, pursuant to 32 USC § 33.44, as follows:

(1) By the Grantor with the consent of the Grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(2) By the Grantee upon written notification to the Grantor, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, NGB determines that the remaining portion of the Agreement will not accomplish the purposes for which the Agreement was made, NGB may terminate the Agreement in its entirety under either §33.43 or paragraph (a) of this Section. Either party may terminate this Agreement with a 90 day written notice to the other party.

Section 205. Program Closure

This Agreement may be terminated at the discretion of the Office of the Assistant Secretary of Defense – Reserve Affairs (OASD-RA) for just cause as provided below:

a. A STARBASE Program fails to provide data necessary for compilation of the annual Congressional report.

b. STARBASE Program does not show measurable achievement of Program goals.

c. A military installation fails to support or becomes unable to adequately support a STARBASE Program.

d. DoD Component recommends that the STARBASE Program be terminated.

e. Other reasons as deemed appropriate by the OASD-RA.

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Article III Costs

Section 301. General

Wherever any item of cost for the performance of this Agreement, as listed in a Budget/Financial Plan as required in Article IV of this Agreement, is identified to be funded in part by Grantee contributions and in part by NGB contributions, NGB shall be obligated to reimburse the Grantee only for its percentage share of the total costs that would otherwise be allowable under this Agreement.

Section 302. Allowability of Costs

a. Except as otherwise stated in this Article or elsewhere in this Agreement, the allowability of costs incurred by the Grantee in performance under this Agreement shall be determined according to the terms and conditions of 2 CFR Part 200 as applicable and current PARC policy, the former NGR 5-1 Chapter 5 or successor CNGB instruction and manual effective at the time the cost is incurred.

b. The allowability of costs has no effect on the maximum funding level of this Agreement. NGB has no liability to reimburse any cost over and above the maximum amount of funding obligated in this Agreement, even if such cost would otherwise be allowable.

Section 303. Advance Agreements on the Allowability of Costs

a. No cost incurred by the Grantee that is contrary to any restriction, limitation, or instruction contained in any Budget/Financial Plan under this Agreement shall be allowable.

b. The costs of compensation for personnel services, including the cost of fringe benefits such as worker's compensation, unemployment compensation, State sponsored life and health insurance, and retirement benefits shall be allowable as specified in current PARC policy, the former NGR 5-1 Chapter 5 or successor CNGB instruction and manual. Only those indirect costs approved by the OASD-RA are reimbursable.

Section 304. Authorized Costs/Activities

a. Federal STARBASE funding levels for each person will not exceed the authorized GS level equivalency for that person's respective position in accordance with the Academy Manning Model. If a State has a pay freeze or pay cap, a hiring freeze or employee furloughs for like positions throughout the State, then STARBASE employees will have corresponding adjustments.

b. Salaries for the STARBASE Program may not exceed the authorized, specified GS level, Step 5. Benefits required by State law can be added to the GS-level base. When there is no like State Government position available, salaries and benefits will be equivalent to a comparable grade and series Federal Civil Service position in the geographic area. Exceptions to a State Government position or comparable Federal Civil Service position must be approved by NG-J1-Y.

(1) Fringe Benefits including FICA (Social Security and Medicare) contributions; workers compensation and unemployment fund contributions; health and life insurance benefits, and contributions to the State's retirement system.

c. Facility Expenses.

(1) Improvement to facilities will be limited to general upkeep/maintenance and limited modernization/changes to make the facilities safe and habitable by the students. No construction of any new structure or addition to an existing structure, new office or classroom space is authorized. The intent is to use existing facilities for this Program. Reimbursement to the State for improvements to facilities will not exceed \$50,000 per building without approval. Proposed renovations must be included in the State

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Plan.

(2) Each command hosting a STARBASE Program is responsible for funding the necessary facility maintenance and utility costs related to operating the Program with no federal reimbursement. Utility costs are not allowable except for official usage telephone.

d. Supplies, Equipment and Computers.

(1) Reimbursement may be made for expenditures on reasonable supply requirements and consumable supplies necessary for the STARBASE Program.

(2) The procurement of computer related equipment such as, computers, software, tablets, IPADS, printers to include the cost on internet connection to service provider cannot exceed \$25,000 and must be addressed in the approved state plan.

(3) The reasonable cost to rent or purchase classroom furnishings for the students is reimbursable. These expenditures will be included in the approved State Plan and Budget.

(4) The purchase of class/instructional materials, as specified in the approved State Plan, is reimbursable to the State.

e. Travel and Transportation.

(1) Required travel, which includes but is not limited to DoD Directors Conferences, at a rate consistent with State travel regulations and not exceeding the Joint Federal Travel Regulation (JFTR) and the Joint Travel Regulation (JTR) for performing program-related activities and authorized training away from employee's home station, shall be authorized. Travel may not exceed the budgeted amount approved by NG-J1-Y.

(2) The travel budget may also include funding to specific DoD STARBASE Program Meetings and special events (which may involve travel costs for former or current STARBASE students) approved by OASD-RA.

(3) The purchase of safety items such as vest, belts are authorized during student gatherings, field trips or other events as needed. Items must be accounted for and returned to the program.

(4) It is OASD-RA policy to have the participating schools/organizations provide transportation for the students from school to/from the STARBASE Program site. Exemptions to this policy must be approved by OASD-RA.

f. Guest speakers will not exceed the daily wage rate for a GS-15, plus per diem expenses, as authorized by the JTR. Free guest speakers should be highly encouraged.

g. The cost of required coverage (commercial insurance or state's risk management) as required by the OPR-PM, at the statutory state share ratio.

Section 305. Unauthorized Costs/Activities

a. Purchase of vehicles.

b. Repair to, or construction of, a STARBASE Program building in excess of \$50,000 per building, unless previously approved by NG-J1-Y and OASD/M&RA,. (Reference Section 304.c.).

c. Clothing other than safety gear as identified in section 304

d. The following medical services are not authorized:

(1) Long term or rehabilitative mental health care.

(2) Movement on aero medical evacuation aircraft, except in life threatening situations as determined by on site medical personnel.

(3) Routine health care services.

(4) Continuing and/or ongoing treatments and medical care for chronic and/or pre-existing conditions.

(5) Elective care of any kind.

e. Costs for food at open houses.

f. Cost of guest speakers exceeding the calculated daily wage for GS-15, Step 10 (hourly wage rate in \$/hour x 8 hours).

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g. Reimbursement of monthly or one-time worker's compensation payouts (claims); additional post-retirement costs, such as additional costs associated with post-retirement health insurance; early retirement incentives, such as bonuses or payouts; and, post-retirement monthly payment of vacation or annual leave, shall not be authorized.

h. Reimbursement of costs associated with arbitration services, professional or otherwise, in the negotiation and settlement of a grievance or other formal complaint filed by an employee or a group of employees, shall not be authorized. These are matters between the State and the employee(s), and such costs shall be borne by the Grantee.

i. Reimbursement of costs incurred by, or associated with, the process of collective bargaining between the State and its employees covered by a Bargaining Unit (a legally organized labor union) for the purposes of negotiating matters involving employment issues, such as general working or safety conditions on the job, job qualifications and the like, shall not be authorized. Such costs shall be borne by the Grantee.

j. Costs not outlined in Section 304 or costs not approved in writing by NG-J1-Y.

k. Costs listed as unallowable/unauthorized in CFR Part 225, Appendix B.

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Article IV Budget Requirements and Funding Limitations

Section 401. Budget Requirements

a. The Grantee shall submit for approval a budget that lists object code categories, for each Fiscal Year of this Agreement, in the form required by NG-J1-Y. Upon approval, the budget shall be included as part of this Agreement. Budgets shall be submitted for approval to NG-J1-Y 90 days prior to the expiration of the current budget year (FFY) for each succeeding year.

b. Object code categories are:

- (1) Staff.
- (2) Facility maintenance and utilities.
- (3) Facility furnishings.
- (4) Transportation and travel (e.g. TDY, training, special events).
- (5) Supplies.
- (6) Equipment.
- (7) Contract services.
- (8) Communications.

c. Budgets shall be approved before the execution and before NGB funding of this Agreement in any Fiscal Year.

d. Funding will not be released or obligated until NGB-J1-Y approves a Program budget. Adjustment of budget categories and use of funds to do so may not be made until NGB-J1-Y has approved the required budget modifications. Grantee may adjust the budget object codes up to 10% of the total approved budget, provided that the total budget amount is not increased. Object code adjustments exceeding 10% must be approved in writing by NGB-J1-Y and object code changes will not be executed until so approved and a CA modification is executed. Any change in budget or object codes in excess of 10% may be changed only by an executed modification of the Budget/Financial Plan. Either party may propose a change to a budget by submitting such proposal in writing to the other party.

e. The total amount of each budget shall reflect the maximum amount for which NGB is obligated to reimburse the Grantee for performance of this Agreement. NGB may incrementally fund and may unilaterally increase or decrease the maximum funding amount. OASD-RA will review and consider increasing a Program's class size on a case by case basis.

f. The Grantee shall submit its new or amended plan signed by the Governor, the State Attorney General and the Adjutant General if this is the original Cooperative Agreement. If so delegated by the Governor, The Adjutant General may sign subsequent renewals.

Section 402. Budget Reports

a. The STARBASE Program uses three Microsoft Excel spreadsheets for required Budget Reports. Questions regarding report preparation and submission may be addressed to NG-J1-Y.

- (1) Initial Budget Report -- used to submit initial Fiscal Year operating Budget.
- (2) Budget Modification Report -- used when modifying the approved initial Fiscal Year (FFY) operating Budget.
- (3) Quarterly Budget Report -- tracks operating Budget obligations/expenditures by calendar quarter. Quarterly Budget Reports shall be sent to NG-J1-Y not later than 90 days following the execution date of the operating Budget.

b. Updated annual Goal-Focused State Plans will be submitted simultaneously with each proposed budget submission.

c. A revised budget is required when additional funds are requested above the initial approved budget amount.

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d. Revised budgets must show how the additional funds will be allocated.

Section 403. Method of Funding

a. The STARBASE CA may be incrementally funded. If this Agreement is incrementally funded, it is the understanding of the parties that the maximum obligation of NG-J1-Y, as stated in Section 401, shall be determined annually subject to the availability of funds.

b. The annual funding of this Agreement will be in accordance with current PARC policy, the former NGR 5-1 Chapter 3 or successor CNGB instruction and manual as specified in the Budget Requirements/Financial Plan Requirements in Section 401.

Section 404. Limitation on the Availability of Funds for State Obligation

Funds provided by NGB under this Agreement are available for obligation by the Grantee only in the Federal Fiscal Year available. Funds obligated by the Grantee under this Agreement, and the incurring of allowable costs, may cross Fiscal Years, provided all funds are obligated and allowable costs incurred within 12 months of Agreement.

Section 405. Program Income

Program Income is not applicable under this Agreement.

Section 406. Funding Limitation

a. Approved Budget/Annual Funding Program (AFP): The total dollar amount that NGB anticipates, subject to the availability of funds, being available for reimbursement to the Grantee for its costs in fulfilling its responsibilities under this Agreement. Updated funding limitations will be issued by NG-J1-Y each Fiscal Year this Agreement is in operation. Increases/decreases to the AFP in any given FFY will be by a bilateral modification.

b. Total Dollars Obligated: The total amount of funds obligated by NGB for the Grantor's share under this Agreement.

c. Accomplished as In-Kind Assistance: The total dollars expended through federal acquisition. The Grantee must submit a written request demonstrating a compelling reason to use federal procurement to the Grantor.

d. Within its discretion, NGB may unilaterally increase the maximum funding limitation reflected in this section at any time.

e. The Grantee shall have no obligation to incur costs that exceed NGB's share of the maximum funding limitation of this section.

f. NG-J1-Y will be advised of any additive funding received by the Grantee from any other source.

g. United States Property and Fiscal Officer (USPFO) Authority to Withhold Funds from the Grantee. Failure of the Grantee to provide data and reports to the independent assessment firm at the prescribed intervals and in the prescribed format may result in the withholding of federal funds by the USPFO until the data and reports are submitted. Also, failure on the part of the Grantee to comply with specific actions required by an NG-J1-Y assessment to bring the Program into compliance may result in the withholding of federal funds by the USPFO until corrective action is taken.

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Article V Payment

Section 501. General

There are only two payment methods authorized in the execution of this Agreement, the reimbursement method and the advance method.

Section 502. Payment by Reimbursement Method

Reimbursement method payments shall be according to procedures established by the Defense Finance and Accounting Service (DFAS), DoD Financial Management Regulation 7000.14R Volumes 11A and 11B and current PARC policy, the former NGR 5-1 Chapter 11 or successor CNGB instruction and manual. Upon verification of the payment amount, the USPFO shall execute the necessary documentation for reimbursing the State and forward the accompanying documentation to the designated ANG Comptroller's Office.

Section 503. Payment by Advance Method

The advance payment method shall be according to procedures established in current PARC policy, the former NGR 5-1 Chapter 11 or successor CNGB instruction and manual.

Section 504. Direct Federal Payment of Grantee Obligations

In no event shall the Grantor make direct payment to a Grantee contractor, Grantee employee, contractor employee, or Grantee vendor for any costs incurred by the Grantee under this Agreement.

Section 505. Interest

The amount of interest due the United States on funds advanced to the Grantee or interest due the Grantee shall be determined and paid in accordance with 31 USC § 6503 and the items of the Cash Management Improvement Act Agreement in effect between the Grantee and U.S. Treasury, and regulations issued by the U.S. Department of Treasury and the Department of Defense, as amended. For interest on advance payments see 31 USC § 6503 and 32 CFR Part 33.21.

Section 506. Final Accounting

Within 90 days after the end of the Federal Fiscal Year, or upon termination or close out of an Agreement, whichever is earlier, the grantee shall provide to the USPFO, a final accounting of all funding and disbursements under the Agreement for the Fiscal Year, (IAW current PARC policy, the former NGR 5-1 Chapter 11 or successor CNGB instruction and manual.

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Article VI Definitions

Section 601. Army National Guard and Air National Guard Cooperative Agreements

See MCA Section 601.

Section 602. Air National Guard

See MCA Section 602

Section 603. Army National Guard

See MCA Section 603

Section 604. Chief, National Guard Bureau

See MCA Section 604

Section 605. Cooperative Agreement Federal Program Manager

See MCA Section 605

Section 606. Equipment (Non-military)

See MCA Section 606

Section 607. Federal Fiscal Year

Federal Fiscal Year (FFY) means the Federal FY that runs from October 1 to September 30.

Section 608. Government Furnished Property (GFP) or Government Furnished Equipment (GFE)

Government furnished property/equipment is property in the possession of, or directly occupied by, the government and subsequently made available to the grantee (e.g. facilities, materials, special tools, special test equipment, installation property, GSA vehicles and "agency peculiar" equipment).

Section 609. Grantee

See MCA Section 609.

Section 610. Grants Officer

See MCA Section 610

Section 611. Grants Officer Representative

See MCA Section 611

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Section 612. In-Kind Assistance

See MCA Section 612

Section 613. Military Equipment

See MCA Section 613

Section 614. National Guard Bureau

See MCA Section 614

Section 615. Operating Materials and Supplies

See MCA Section 615

Section 616. Operation and Maintenance Activities

See MCA Section 616

Section 617. State

See MCA Section 617

Section 618. Territory

See MCA Section 618

Section 619. The Adjutant General

See MCA Section 619

Section 620. United States Property and Fiscal Officer (Grantor)

See MCA Section 620

Section 621. Unit

See MCA Section 621

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Article VII General Provisions

Section 701. Term of Agreement

The terms and conditions of the STARBASE agreement/award are valid until officially changed by GCAPL or reissued.

Section 702. Sole Benefit

This Agreement is intended for the sole benefit of NGB and the Grantee and is not intended to create any other beneficiaries.

Section 703. Modifications

This Agreement may be modified only by a written instrument signed by the parties. Attachments may be modified separately. However, no modification to an Attachment modifies this Agreement.

Section 704. Successors and Assigns

This Agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this Agreement shall bind and take effect to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Section 705. Entire Agreement

This Agreement forms the entire Agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded by this Agreement.

Section 706. Severability

If any provision of this Agreement is held judicially invalid, the remainder of the Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Section 707. Waiver of Breach

If a party waives enforcement of any provision of this Agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

Section 708. Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, email, facsimile transmission, or by mail to the other party at the address or facsimile transmission telephone number set forth below, or at such other address as may be later designated:

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NGB JOHN J. ABELING, COL, USPFO-VT
789 National Guard Road, Colchester, Vermont 05446-3099
John.j.abeling.mil@mail.mil; Fax: (802) 338-3184
Grantee STEVEN A. CRAY, MAJ, TAG-VT
789 National Guard Road, Colchester, Vermont 05446-3099
Steven.a.cray.mil@mail.mil; Fax: (802) 338-3425

Section 709. Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 710. Conflict of Interest

The Grantee shall ensure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 711. Access to and Retention of Records

The Grantee shall afford any authorized representative of NGB, the Department of Defense, or the Comptroller General access to and the right to examine all records, books, papers, and documents ("Records") that are within the Grantee's custody or control and that relate to its performance under this Agreement. The Grantee shall retain all such records intact in a form, if not original documents, as may be approved by NGB for at least ten (10) years following termination of this Agreement.

Section 712. Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Agreement.

Section 713. Liability and Indemnity

Except as Stated in Section 716, nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property loss or damage, or for death or personal injury arising out of and during and performance of this Agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or (assigns) or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable law.

Section 714. Reports

In addition to any financial or other reports required by the terms of this Agreement, NGB may require the Grantee to prepare reports or provide information relating to this Agreement. The Grantee agrees to provide the reports within a reasonable time of request and in such detail as may be required.

Section 715. Special State Requirements

Changes to the established requirements of this Agreement made necessary by governing State statutes will be processed in accordance with current PARC policy, the former NGR 5-1 Chapter 3 or successor CNGB instruction and manual for approval by NGB. Upon approval, a statement of alterations or

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changes, along with justification, shall be attached to this Agreement and will be considered a part thereof. (If none, state NONE).

Section 716. Government Furnished Equipment (GFE)

a. In addition to the Liability and Indemnity provisions in Section 713, nothing in this Agreement shall be construed as an indemnification by the United States of the State, its employees, agents, or third persons, for liability with respect to any and all claims, including, but not limited to:

- (1) Claims for damages; and
- (2) Claims for reimbursement arising from property loss, personal injury, or accident damage related to the use, care, operation of GFE.

b. Nothing in this Agreement alters the State's liability for loss of or damage to GFE. The method or mechanism for payment shall be in accordance with State law. Unless State law authorizes compensation for such damage or destruction, GFE shall not be provided.

**Article VIII
Applicable Laws and Regulations**

Section 801. Applicable Law

This Agreement is incidental to the implementation of a Federal Program. Accordingly, this Agreement shall be governed by and construed according to Federal law as it may affect the rights, remedies, and obligations of the United States.

Section 802. Governing Regulations

See the MCA Section 802

Section 803. Nondiscrimination

See MCA Section 803

Section 804. Lobbying

See MCA Section 804

Section 805. Drug-Free Work Place

See MCA Section 805

Section 806. Environmental Protection

See MCA Section 806

Section 807. Use of the United States Flag Carriers

See MCA Section 807

Section 808. Debarment and Suspension

See MCA Section 808

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Section 809. Buy American Act

See MCA Section 809

Section 810. Uniform Relocation Assistance and Real Property Acquisition Policies

See MCA Section 810

Section 811. Copeland "Anti-Kickback" Act

See MCA Section 811

Section 812. Contract Work Hours and Safety Standards Act

See MCA Section 812

Section 813. Central Contractor Registration and Universal Identifier Requirements

See MCA Section 813

Section 814. Reporting Subawards and Executive Compensation

See MCA Section 814

**Article IX
Procurement**

Section 901. State Contracts

The Grantee's acquisition of goods and services by the State in performance of this Agreement shall be according to applicable State contracting procedures and standards, and procedures contained in 32 CFR Part 33.36 and this Agreement.

Section 902. State Contract Flow-down

Subject to existing contracts, the Grantee is required to insert the substance of provisions of Article VIII in contracts issued under this Agreement, unless State laws or regulations offer more protection.

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**Article X
Property**

Section 1001. Equipment

a. Equipment purchased by the Grantee under the terms of this Agreement becomes the property of the State and will be managed, used, and disposed of IAW 32 CFR Part 33.32 and current PARC policy, the former NGR 5-1 Chapter 8 or successor CNGB instruction and manual.

b. Equipment purchased by the Federal Government, including equipment acquired specifically for a National Guard Cooperative Agreement, vests in the Federal Government. This equipment shall be managed, used, and accounted for as provided in 32 CFR Part 33.32(f) and current PARC policy, the former NGR 5-1 Chapter 8 or successor CNGB instruction and manual.

c. Equipment purchased by the Federal Government and issued to the State is Government Furnished Equipment (GFE). The title to GFP/GFE vests in the Federal Government and cannot be transferred to the State and therefore cannot be considered as In-Kind Assistance (IKA).

Section 1002. Operation Materials and Supplies

a. Items to be consumed in normal operations purchased by the State under the terms of this Agreement become the property of the State and will be managed and disposed of IAW 32 CFR Part 33.33 and current PARC policy, the former NGR 5-1 Chapter 8 or successor CNGB instruction and manual

b. Supplies purchased by the Federal Government shall be managed, used, and accounted for as provided in 32 CFR Part 33.33 and current PARC policy, the former NGR 5-1 Chapter 8 or successor CNGB instruction and manual. State use of federal supplies and materials may be considered as IKA.

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Article XI Legal Authority

Section 1101. Legal Authority

The State represents and warrants that it is under no existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The State shall promptly notify NGB of any legal impediment that arises during the term of this Agreement that may prevent or hinder the State's fulfillment of its obligations under this Agreement.

Section 1102. Opinion of Counsel

Concurrent with its execution of this Agreement, the State shall furnish an opinion of counsel by the highest legal officer of the State, or his or her designee, that:

- a. The State has the requisite authority to enter into this Agreement;
- b. The State can make the warranty set forth in Section 1101;
- c. The State is empowered to assume the responsibilities and obligations the State proposes to undertake under this Agreement;
- d. The provisions of the Agreement intended to secure the interests of NGB are enforceable according to their terms;
- e. The execution of this Agreement has been duly authorized; and,
- f. That the individual signing this Agreement on behalf of the State has the requisite legal authority to bind and obligate the State.

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Article XII
Termination, Enforcement, Claims, Disputes Resolution, and Appeals

Section 1201. Termination

The termination provisions specified in 32 CFR Part 33.44 apply to this Agreement.

Section 1202. Enforcement

NGB may take such actions to enforce the terms of this Agreement as may be provided for in and under the terms of Section 204 and 32 CFR Part 33.43.

Section 1203. Claims, Disputes Resolution, and Appeals

a. Any claim made by the State arising out of this Agreement shall be presented in writing to the Grants Officer. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Claims shall be made within 60 days after the basis of the claim is known or should have been known whichever is earlier. It is the State's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the Grants Officer shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within 60 days of the date of the receipt of a claim. The determination shall be final unless appealed by the State pursuant to the provisions of this Section.

d. Alternative Dispute Resolution (ADR).

(1) Policy. It is NGB policy to resolve issues concerning Cooperative Agreements at the Grants Officer's level whenever possible. Grant Officers are encouraged to use ADR procedures to the maximum extent practicable.

(2) Procedures. If a State decides to appeal a Grants Officer's decision, the Grants Officer shall encourage the State to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the parties determine to employ them.

e. Appeals.

(1) Grant Appeal Authority. The CNGB shall designate a Grants Appeal Authority at the time of receipt of appeal.

(2) Right of Appeal. The State has the right to appeal a Grants Officer's decision to the Grant Appeal Authority.

(3) Appeal Procedures. Notice of appeal. TAG may appeal a decision of the Grants Officer within 90 days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the Grants Officer.

(4) Appeal File. Within 30 days of receiving the notice of appeal, the Grants Officer shall forward to the Grant Appeal Authority and the State the appeal file, which shall include copies of all documents relevant to the appeal.

(5) Decision. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate. Nothing in this Section is intended to limit a State's right to any remedy under the law.

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**Article XIII
Agreement Particulars**

The information below shall be recorded by the Grants Officer's Representative (GOR) for compliance with the reporting requirements of the DoD Assistance Award Action Report System (DAADS) and the Federal Funding Accountability and Transparency Act of 2006.

- a. Grantee/Recipient Category: Government
- b. Grantee/Recipient Type: State Government
- c. Grantee/Recipient DUNS: 070980243
- d. Primary Place of Performance (if different from 'Issued To' on CA Modification Form):
VT National Guard, 789 National Guard Road, Colchester, Vermont 05446-3099
- e. Grantee/Recipient County
(Primary Place of Performance): Chittenden
- f. Grantee/Recipient Congressional District
(Primary Place of Performance): At Large
- g. Major Agency: DOD
- h. Agency Code: 0100
- i. Funding Agency: Air Force
- j. Program Source Agency: 57
- k. Transaction Type: Cooperative Agreement
- l. CFDA: 12.404
- m. CFDA Program Title: Operation and Maintenance,
Defense Wide
- n. Program Source Account-Funding: 3400
- o. Treasury Appropriation Code: 3400
- p. Award/Obligation/Action Date: 1 October 2018
- q. Starting Date: 1 October 2018
- r. Ending Date: Per the terms of agreement
- s. Record Type: Individual Action
- t. Fiscal Year/Quarter: FY19/1st Quarter
- u. Unique Federal Award Identification Number (FAIN) W912LN-19-2-4002
- v. Approved Budget Amount: Established per mod
- w. R&D Award (Yes or No) N/A
- x. Indirect Cost Rate or CPP Rate: N/A

Certificate Of Completion

Envelope Id: 98D8324B8BFB45AD99542579474BE294

Status: Delivered

Subject: Please DocuSign: JFO REquest - Starbase part-time Admin A - June 2022.pdf, Position Justificati...

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Document Pages: 31

Signatures: 3

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Envelope Originator:

David Henderson

Agency of Digital Services

One National Life Drive, Dewey Building

Montpelier, VT 05620

david.henderson@vermont.gov

IP Address: 159.105.180.10

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Status: Original

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Security Appliance Status: Connected

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Holder: David Henderson

david.henderson@vermont.gov

Pool: StateLocal

Pool: MIL - Military

Location: DocuSign

Location: DocuSign

Signer Events

Dan Myers

dan@starbasevt.org

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Dan Myers
ABE423AB672747F...

Signature Adoption: Pre-selected Style

Signed by link sent to dan@starbasevt.org

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Timestamp

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Signed: 6/14/2022 7:57:08 PM

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Accepted: 6/14/2022 7:54:43 PM

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Kenneth Gragg

Ken.Gragg@vermont.gov

Deputy Adjutant General

Security Level: Email, Account Authentication (None)

DocuSigned by:
Kenneth Gragg
55A156989959480...

Signature Adoption: Pre-selected Style

Signed by link sent to Ken.Gragg@vermont.gov

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Signed: 6/15/2022 7:35:34 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Roxanne Royce

Roxanne.Royce@vermont.gov

HR Administrator IV

Human Resources

Signing Group: HR Field Reps

Security Level: Email, Account Authentication (None)

Sent: 6/15/2022 7:35:37 AM

Viewed: 6/15/2022 1:05:52 PM

Electronic Record and Signature Disclosure:

Accepted: 6/15/2022 1:05:52 PM

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In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

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| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 6/14/2022 4:17:45 PM |
| Certified Delivered | Security Checked | 6/15/2022 1:05:52 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MIL (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.10 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact MIL:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: SOV.DocuSign@vermont.gov

To advise MIL of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at SOV.DocuSign@vermont.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from MIL

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to SOV.DocuSign@vermont.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. Copy charge 0.10 cents per page for paper copies, billed upon delivery.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to SOV.DocuSign@vermont.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify MIL as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by MIL during the course of your relationship with MIL.