



# WISCONSIN EMERGENCY MANAGEMENT

WI Department of Military Affairs

ReadyWisconsin AmeriCorps Disaster Preparedness Program



## Host Organization Agreement

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2014-2015

### A. Purpose

This agreement is entered into for the Program Year 2014-15, between the Host Organization: \_\_\_\_\_ (hereafter referred to as "the Organization") and Wisconsin Emergency Management on behalf of the ReadyWisconsin AmeriCorps Disaster Preparedness Program (hereafter referred to as "the Program").

### B. Term of the Contract

1. AmeriCorps members serving with the Organization will have a term of service that begins on September 1, 2014. The required hours to be served must be completed by August 31, 2015.
2. The number of hours required for half-time members is 900 hours.
3. The term of service may be extended by the member if requested in writing and approved by the Program under certain circumstances as outlined in the Member Agreement.

### C. Program Roles and Responsibilities

The Program will:

1. Pay AmeriCorps members' living allowances on a bi-weekly schedule.
2. Serve as the primary provider of training and technical assistance for members throughout the Program year. Such assistance includes:
  - a) Statewide recruitment of AmeriCorps members for placement at host site Organizations; Organizations will be responsible for any additional recruitment activities conducted locally;
  - b) Performance of background checks on all members;
  - c) Development and implementation of training sessions, member meetings, conference calls, and service programs, and coordination with the Wisconsin National and Community Service Board for statewide member events;
  - d) Site visits by the Program Director;
  - e) Provisions of service gear for members with AmeriCorps ReadyWisconsin logos; and
  - f) Provide other support and assistance as needed to host sites and members.
3. Provide an orientation for members and Organization staff. Participants will receive information and training on:
  - a) Instruction on time and activity reporting, and other documentation on AmeriCorps and Program rules, policies, and grievance procedures; and
  - b) The AmeriCorps and the National Service movement and the Program operation, goals and objectives.
4. Provide funds to cover costs associated with attending the orientation and certain other trainings and events, as designated in advance by the Program.

5. Develop and distribute forms for the effective evaluation and continuous improvement of the Program, including time and activity reports, monthly, quarterly, and annual reports, member evaluations, and training session evaluations.
6. Maintain and update member service records including logs of hours served and training hours, and all enrollment, eligibility, member agreements, status changes and exit forms as required by the Corporation for National Service.
7. Provide accounting and fiscal management services.

#### **D. Host Organization Roles and Responsibilities**

1. The Organization agrees to serve as a host site for one or more AmeriCorps members. The Organization agrees to provide full and complete supervision for the AmeriCorps member(s) assigned in accordance with its own policies and procedures, the policies and procedures of the Program and the Corporation for National Service. The Organization also agrees to participate in all planning, training, evaluation and reporting activities required by the Program to meet the requirements as a grantee of the Wisconsin National and Community Service Board and the AmeriCorps Program of the Corporation for National Service. This includes providing mid-year and year end evaluations of the Organization's assigned member(s), verifying by a signature the accuracy of member time and activity reports and monthly reports, and ensuring timely submission of these reports to the Program Director. Time sheets are due the week after the completion of each pay period and the monthly reports are due the week following the end of each month. In addition the host site agrees oversee and assist members in timely completion of all performance measure and activity tracking reports and. Results should then be forwarded to the Program Director. Failure to meet obligations as a Host Site can lead to termination of service by AmeriCorps members to the Organization.

Supervision of the member(s) should also include developing a service plan at the beginning of the term that clearly defines the number of hours of service to be assigned each week, and dates the host site will be closed because of holidays or vacations. If the hours to be served will vary because of different accommodations for the school year and for the summer, this should also be included in the service plan.

If the host site is not able to provide enough hours for the member to complete the required AmeriCorps terms of service, the Program Director should be informed, and consulted about secondary sites where the member can serve to fulfill requirements.

2. The Organization agrees to provide members with sufficient office space, computer, desk phone, and supplies necessary for the member to carry out the service as outlined in the Member Position Description. The Organization agrees to provide transportation for the member to carry out these duties, except for certain costs specifically provided by the Program, and delineated in advance. These expenses will be documented as in-kind match and are expected to exceed \$1,500 over the service term.
3. The Organization agrees to allow members time off from their site responsibilities to attend the required meetings and training sessions scheduled by the Program which meet the Member Development Performance Measures described in the grant. The Organization also agrees to allow members to participate in the Program's community service programs, to meet the

Community Strengthening Objectives described in the grant, and allow members to attend the statewide member events, which occur usually twice a year.

4. The Organization will report any moneys used to meet the Organization's matching funds for living allowances, benefits, or other agreed costs as they may apply to the member(s) serving the Organization. **Federal dollars cannot be used as the source for the cash match, nor can funds be used to match multiple federal grants.** The Organization also agrees to provide quarterly grant match reports detailing estimated in-kind member support costs (e.g. staff time, space, equipment, telephone, supplies, etc.). The Organization should maintain backup documentation for staff hours claimed as in-kind match. A time sheet which indicates the total hours worked by the staff person(s) and the number of hours and percentage of total hours spent on AmeriCorps activities is appropriate documentation, which should be kept in the Organization's file.
5. The Organization agrees to provide the first recourse to the member(s) assigned to it for resolution of disputes or grievances related to service with the Organization. If resolution is not reached the member and/or the Organization will seek the assistance of the Program Director in reaching resolution of the problem. If resolution is still not resolved, the member may seek outside mediation or resolution as stated in the Member Grievance Procedures.
6. Whenever a problem develops related to a member's job performance, the site supervisor should address performance concerns with the member. If the performance does not improve, the supervisor will provide the member and the Program Director with a written statement specifying necessary areas of improvement and setting a probationary period. The site supervisor should also determine if staff can help the member to improve performance through additional training, instruction or support. If at the end of the probationary period there is no evidence of improvement the site supervisor will consult with the Program Director on further actions, which may include termination of the member's placement.
7. The Organization agrees to act at all times in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps (including the Drug Free Workplace Act) and agrees not to ask members to participate in activities prohibited, as detailed in Section E below.

## **E. Prohibited Activities**

1. While charging time to the Program, accumulating service or training hours, or otherwise performing activities supported by the Program or CNCS, staff and members may not engage in the following activities, and the grantee may not engage in the following activities:
  - a) Attempting to influence legislation
  - b) Organizing or engaging in protests, petitions, boycotts, or strikes
  - c) Assisting, promoting, or deterring union organizing
  - d) Impairing existing contracts for services or collective bargaining agreements
  - e) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office
  - f) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials

- g) Engaging in religious instruction, conducting worship services, providing instruction as part of a Program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of proselytization
  - h) Providing a direct benefit to--
    - (1) *A business organized for profit*
    - (2) *A labor union*
    - (3) *A partisan political organization*
    - (4) *A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying, except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative*
    - (5) *An organization engaged in the religious activities described in paragraph (g) of this section, unless CNCS assistance is not used to support those religious activities*
  - i) Providing abortion services or referrals for receipt of such services
  - j) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive
  - k) Such other activities as the CNCS may prohibit
- AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.
2. A participant in an approved national service position under this subtitle may not be directed to perform any services or duties, or to engage in any activities, prohibited under the nonduplication, nondisplacement, or nonsupplantation requirements relating to employees and volunteers as stated in §2540.100 of the Code of Federal Regulations:
    - a) Nonduplication. CNCS assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of paragraph(3) of this section are met, CNCS assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a state or local government agency in which such entity resides.
    - b) Nondisplacement. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a Program receiving CNCS assistance.
    - c) Nonsupplantation. CNCS assistance may not be used to replace state and local public funds that had been used to support Programs of the type eligible to receive CNCS support. For any given Program, this condition will be satisfied if the aggregate non-federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year.
  3. Acknowledging that religious and political activities play a positive role in healthy communities, it is important that AmeriCorps members do not appear to be taking sides religiously or politically. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.
  4. The Organization may not assign the member to the following:
    - a) Activities that pose a significant risk to you or other participants
    - b) Assignments that displace employees

- c) Internships with for-profit businesses as part of member education
- 5. In addition, the following activities and conduct are prohibited by the Program:
  - a) Unauthorized tardiness
  - b) Unauthorized absences
  - c) Repeated use of inappropriate language (e.g. profanity) at a service site
  - d) Failure to wear appropriate clothing to service assignments
  - e) Stealing or lying
  - f) Engaging in verbal abuse, threats, harassment, or bullying
  - g) Performing personal business, such as making excessive phone calls or running errands, during AmeriCorps service hours;
  - h) Possessing or using any illegal drugs during the term of service
  - i) Consuming alcoholic beverages during the performance of service activities
  - j) Being under the influence of alcohol or any illegal drugs during the performance of service activities
  - k) Failure to notify the Program of any criminal arrest or conviction that occurs during terms of service
  - l) Inappropriate or unprofessional behavior;
  - m) Engaging in any activity that is illegal under local, state or federal law
  - n) Engaging in activities that pose a significant safety risk to others
- 6. To address violations of the above stated rules in section (G) (1) and (5), the Program will adhere to relevant host jurisdiction policies and/or the CNCS Grant Program Civil Rights and Non-Harassment Policy, as appropriate.

## F. Fund Raising

1. **Approved Member Activities.** Members may raise funds directly in support of the Program's service activities. Examples of fundraising activities members may perform include, but are not limited to the following:
  - a) Seeking donations of books from companies and individuals for a Program in which volunteers tutor children to read
  - b) Writing a grant proposal to a foundation to secure resources to support the training of volunteers
  - c) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals
  - d) Securing financial resources from the community to assist in launching or expanding a Program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based Organization
  - e) Seeking donations from alumni of the Program for specific service programs being performed by current members

An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in (F) (1).
2. **Prohibited Member Activities.** A member's service activities may not include the following:
  - a) Raising funds for living allowances
  - b) Raising funds for the Organization's general (as opposed to Program) operating expenses or endowment
  - c) Writing a grant application to the Corporation for National and Community Service or to any other Federal agency

## G. Release from Term of Service

1. Members may be released for the following reasons:
  - a) For cause, as explained in paragraph (2) of this section: or
  - b) For compelling personal circumstances as defined in paragraph (3) of this section.
2. The Program will release the member for cause for the following reasons:
  - a) Any circumstances other than compelling personal circumstances (see below) that warrant an individual's release from completing a term of service.
  - b) AmeriCorps programs must release for cause any participant who is convicted of a felony or the sale or distribution of a controlled substance during a term of service.
  - c) The member has committed a fourth offense in accordance with paragraph (F) of section VII of this agreement.
  - d) Any other serious breach that, in the judgment of the Director of the Program, would undermine the effectiveness of the Program.

A participant who is released for cause may not receive any portion of the AmeriCorps education award or any other payment from the National Service Trust.

An individual who is released for cause must disclose that fact in any subsequent applications to participate in an AmeriCorps program. Failure to do so disqualifies the individual for an education award, regardless of whether the individual completes a term of service.

3. The Program may release the member from the term of service, due to compelling personal circumstances. Compelling personal circumstances include:
  - a) Those that are beyond the participant's control, such as, but not limited to:
    - (1) *A participant's disability or serious illness*
    - (2) *Disability, serious illness, or death of a participant's family member if this makes completing a term unreasonably difficult or impossible*
    - (3) *Conditions attributable to the program or otherwise unforeseeable and beyond the participant's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a program or program, that make completing a term unreasonably difficult or impossible*
  - b) Those that CNCS has, for public policy reasons, determined as such, including:
    - (1) *Military service obligations;*
    - (2) *Acceptance by a participant of an opportunity to make the transition from welfare to work;*
    - (3) *Acceptance of an employment opportunity by a participant serving in a program that includes in its approved objectives the promotion of employment among its participants*
  - c) Compelling personal circumstances do not include leaving a program:
    - (1) *To enroll in school*
    - (2) *To obtain employment, other than in moving from welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its participants*
    - (3) *Because of dissatisfaction with the program*
4. The Program will suspend the member's term of service for the following reasons:

- a) A program must suspend the service of an individual who faces an official charge of a violent felony (e.g., rape, homicide) or sale or distribution of a controlled substance. (If the member is found not guilty, or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive a living allowance or other benefits, and may not accrue service hours during a period of suspension.)
- b) A program must suspend the service of an individual who is convicted of possession of a controlled substance (For an individual who has been convicted of a first offense of the possession of a controlled substance, the individual must have enrolled in a drug rehabilitation program; for an individual who has been convicted for more than one offense of the possession of a controlled substance, the individual must have successfully completed a drug rehabilitation program. The member, however, will not receive a living allowance or other benefits, and may not accrue service hours during a period of suspension.)
- 5. If the member discontinues his/her term of service for any other reason than a release for compelling personal circumstances as described in paragraph (3) the member will cease to receive the benefits described in paragraph (1) of section (E) and will receive no portion of the education award or interest payments.
- 6. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (3) in section (I), he/she may receive a pro-rated Education Award based on the number of hours served, but only if at least 15% of required total hours have been served.

**H. Authorization**

The Organization and Program hereby acknowledge by their signatures that they have read, understand, and agreed to all terms and conditions of this agreement.

**Host Organization Authorized  
Signature**

**AmeriCorps Program Director**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Greg Engle

\_\_\_\_\_  
*Name*

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