

Foster Grandparent Program



Procedure Handbook

Revised May 20, 2019

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The Foster Grandparent Program (FGP)

FGP is part of the Senior Corps, a network of national service programs that provides seniors with the opportunity to apply their life experiences to meeting the community

needs. Foster Grandparents serve as mentors, tutors, and caregivers for children and youth with special needs. Foster Grandparents offer emotional support to children who have been abused and neglected, mentor troubled teenagers and young mothers, and care for premature infants and children with physical disabilities. They strengthen communities by providing youth services that community budgets cannot afford and by building bridges across generations.

Mission Statement:

The mission of the Foster Grandparent Program is to provide meaningful retirement opportunities for low-income persons fifty-five (55) and over to serve as mentors, tutors, and caregivers for children and youth with special needs. FGP Volunteers will develop a supportive intergenerational relationship that will enable these students to achieve their educational and personal goals. The Senior Volunteer Program Office Staff will provide the training, encouragement and support that our FGP Volunteers need in order to carry out their program duties and to achieve their own personal goals.

The Foster Grandparent Program, sponsored by the City of Alamogordo, has been providing services to children since 1995.

Advisory Council:

The Senior Volunteer Programs (SVP) is required to have an Advisory Council and are composed in accordance with Federal guidelines and City of Alamogordo Ordinance's. The council includes volunteer station representatives, volunteerism, Program Staff, businesses, and other interested community members. We encourage and invite your participation. The council's role is to keep abreast what is being accomplished by SVP programming. The council will also assist with specific tasks such as program evaluation and recognition events; fundraisers also promote Senior Volunteers Programs to the community.

Eligibility Requirements:

- ◆ Be age 55 or older.
- ◆ Meet Income Eligibility Requirements.
- ◆ Be willing to work a minimum of 5 - 20 hours a week. However, to receive your hours for vacation and sick leave one must have a minimum of 30 hours per pay period.
- ◆ Complete and submit an application to include: two references, emergency contact information, copy of valid driver license (if applicable), proof of vehicle insurance (if applicable), and signed agreement allowing completion of a background check and sex offender check.

- ◆ Meet income eligibility requirements as set forth by the Federal government in order to receive the \$2.65/hr. stipend. Proof of Income (Social Security, SSI, VA award letter or other proof of income) is required for each person living in the household. Eligibility information will be updated annually. Individuals who do not meet income eligibility requirements may serve as non-stipend volunteers and are eligible for other program benefits.
- ◆ Be willing to serve clients as assigned and accept supervision.

Why we need your Volunteer Hours:

It is very important that Senior Volunteer Programs knows how much time you spend volunteering at your station because:

- ◆ The federal government requires us to keep track of your time, as a means of assessing our performance.
- ◆ It indicates that you are an active volunteer, allowing you to participate in recognition events.
- ◆ It provides proof that you were volunteering in case of an insurance claim.
- ◆ It allows us to share with other funders quantitative data which they require.
- ◆ It provides information to our legislators about types of volunteer work and hours of service. This information assists them in deciding the amount of federal monies appropriated for all volunteer projects in the U.S.

- ◆ Hard data helps the Senior Volunteer Programs tell the “true story” of today’s seniors. It helps promote seniors as actively contributing members of their communities.
- ◆ This information helps to dispel negative stereotypes held by some people regarding the older members of our society.

Equal Opportunity and Affirmative Action:

FGP receives assistance from a federal and NM State agencies; The Corporation for National and Community Service (CNCS) and NM Aging and Long Term Services. FGP will not discriminate in the selection of volunteers or those to receive services based upon race, color, creed, belief, religion, sex, national origin, age, political affiliation or in the discrimination complaint process. Any person who believes that he/she has been discriminated against for any of the above reasons may receive information regarding how to file a grievance by contacting the FGP Program Coordinator or SVP Program Director.

Reasonable accommodation for persons with disabilities will be made available upon advance notice for placements, meetings and/or conferences.

Volunteer Code of Conduct:

- ◆ The Foster Grandparent shall respect the confidentiality of the student and information provided about the student. (Confidentiality Statement must be signed by volunteer.)
- ◆ The use of alcoholic beverages or illegal drugs during work hours are not permitted. A Foster Grandparent may not be under the influence of alcohol or drugs at their volunteer assignment.
- ◆ Foster Grandparents are expected to act in a professional manner, treating other Foster Grandparents, Site Supervisors, FGP Staff, Sponsor Staff and Clients with respect (avoiding criticism, gossip, rudeness or being bossy and influencing other volunteers with their disapproval; this can be consider as bullying). Use appropriate channels to make complaints and/or suggestions.
- ◆ **Under no circumstances** will a Foster Grandparent subject a student to any form of abuse: physical verbal or emotional.
- ◆ The Foster Grandparent will strive to be a good listener.
- ◆ The Foster Grandparent will not interfere with another volunteer's assignment. Each Volunteer has a unique assignment and it is not fair to compare jobs.
- ◆ The Foster Grandparent will always conduct themselves in a manner as to promote the Foster Grandparent Program.

Orientation and Training:

Pre-Service and Monthly In-Service Training will be provided for each enrolled Volunteer. The Pre-Service orientation will include:

- ◆ Introduction to the program, the sponsor and the volunteer station.
- ◆ Current information on project Policies and Procedures.
- ◆ Training on such topics and issues related to mental health and aging.
- ◆ Information on available community services in order to better advocate for clients.
- ◆ Orientation on placements.
- ◆ Background Checks
- ◆ **Monthly In-Service Training is provided and attendance is mandatory. An agenda for that month's training will be given out at the time of the meeting.**
- ◆ Volunteers must be on time to the Monthly In-Service trainings.
- ◆ Volunteers must notify Program Staff in advance if unable to attend the Monthly In-Service training due to illness, out of town or emergency.
- ◆ Absence from Monthly In-Service training will be treated as leave time.
- ◆ Continued of two unexcused absences in a row from the Monthly In-Service training may be grounds for dismissal.

Volunteer Supplemental Insurance:

Senior Volunteer Programs (SVP) provides supplemental insurance coverage to all registered members at no cost. Insurance applies only when participating in scheduled program activities and services. This insurance is not a substitute for any insurance normally carried by the volunteer. It is a supplement to your own private insurance designed to eliminate out-of-pocket expense for the volunteer related accidents, while volunteering.

Each volunteer is provided three kinds of supplemental insurance coverage at no cost. Insurance applies only when participating in scheduled program activities and services. Volunteers will need to maintain personal insurances and those as required by law. The types of supplemental insurance are listed below.

SUMMARY OF COVERAGES:

I. Excess Accident Medical Coverage:

“This covers the volunteer for personal injuries arising from scheduled volunteer activities. Coverage includes medical treatment, hospitalization, dental and eyeglass repair as a result of an accident. (PLEASE ASK FOR A CIMA BROCHURE FOR MORE INFORMATION). The insurance does not duplicate expenses paid by Medicare or any other valid and collective insurance coverage.”

“The excess accident medical coverage will pay up to \$50,000 for medical treatment, hospitalization and licensed nursing care required as result of a covered accident. The insurance applies while the volunteer are traveling directly to and from and while they are participating in volunteer-related activities.

Initial medical expenses must be incurred within 60 days of the accident. Expenses are then covered for a one-year period following the accident.”

Accidental Death and Dismemberment Coverage:

In addition to the accident medical coverage, the underwriter will pay benefits for death or loss of limb or sight, occurring within one year as a result of a covered accident. (For more information go to: www.cimaworld.com)

II. Excess Volunteer Liability Insurance:

“All registered volunteers (collectively) of an organization are provided with excess volunteer liability insurance at a limit of \$1,000,000 per occurrence (subject to an annual aggregate for each named or organization.) This policy provides protection if you are liable for bodily injury or property damage arising out of the performance of your duties. **This coverage is in excess of and noncontributing with any other valid and collectible insurance you may have.** “

III. Excess Automobile Liability Insurance:

“This coverage provides an extra layer of protection for you as a registered volunteer driver while performing your duties. This insurance applies only after your own insurance is exhausted, or the policy’s retention has been exceeded. You are protected for bodily injury or property damage claims arising out of your activities (including driving directly between your home and your workstation.)” Per CIMA Brochure, “Volunteers Insurance Service.”

“The liability policy is written at a combined single limit (including both bodily injury and property damage) of \$500,000 each accident. This insurance is in excess of the greater of:

- ◆ \$50,000 each accident
- ◆ An amount equal to the applicable limits of liability of any other collectible insurances; or
- ◆ An amount equal to the minimum limit of liability required under the motor vehicle financial responsibilities laws of the state in which the accident occurs.”

Per CIMA Brochure, “Volunteers Insurance Service.”

It is important to remember that you must maintain your own auto liability coverage at least equal to the state-required minimums. Also, please remember that this coverage does not apply to any damage to your vehicle.

Volunteer Safety:

The safety of volunteers is of the utmost importance to the City of Alamogordo, Senior Volunteer Program Staff. Volunteers must report any unsafe conditions encountered while providing volunteer services. Any injuries occurring during volunteer work hours must be reported immediately to Program Staff and Volunteer Station Supervisor. Volunteer work hours include going to or from the worksite.

In our agreement, called a Memorandum of Understanding (MOU), with volunteer stations; a responsibility of the "Station" is to provide adequate health and safety protection for volunteers. The program office, as a Volunteer Station, also has this responsibility.

In the case of a facility as a Volunteer Station, the Program Staff visits frequently to assure that there are no fall hazards or potentially dangerous conditions in the workplace (i.e. icy sidewalks, damage rails, etc.). If any are noted, it is brought to the attention of the authorized station representative. The Program Staff will follow-up with the station to ensure that the concern was addressed and remedied.

Holidays:

Volunteers will be able to receive the same Holiday taken by Program Staff and the City of Alamogordo. Volunteers will receive four hours of stipend pay for:

- ◆ New Years Day
- ◆ Martin Luther King, Jr. Day
- ◆ President's Day
- ◆ Memorial Day
- ◆ Independence Day
- ◆ Labor Day
- ◆ Thanksgiving + one day
- ◆ Veterans' Day
- ◆ Christmas Day

Leave Time:

All stipend Foster Grandparents are granted vacation and sick time per a 12 month period beginning every July 1. Leave time may be taken at any time for any reason with advance notice (when possible), if leave time is available. If leave time is not available, leave is taken without pay.

The Volunteers will accrue 2 hours of vacation and 2 hours of sick leave per pay period if they work at least 30 hours during that pay period. All annual and sick leave must be taken by third week in May; this is before the end of the current fiscal year, or the Volunteer will forfeit the time accrued. It will be the responsibility of the Volunteer to use the leave time before the end of the fiscal year. Volunteers will not earn any vacation/sick leave while taking vacation/sick leave.

Volunteers are responsible for notifying the Volunteer Station Supervisor and Program Staff prior to the start of scheduled shift if unable to report to their assignments.

Leave of Absence:

A Volunteer, upon written request through the FGP/SCP Coordinator, may be granted a leave of absence for a period not to exceed one hundred twenty (120) days or four months. The request shall be submitted by the volunteer to the FGP/SCP Coordinator.

If the leave of absence is taken for medical reasons, a physician's statement of ability to return to their duties must be provided and approved in writing by Program Staff before the volunteer resumes her/his work duties.

Bereavement/Funeral Leave:

Volunteers may receive stipend pay of four (4) hours, for up to three (3) days bereavement or funeral leave for death of immediate family member (spouse, parent, sibling, children, grandchildren, immediate in-law).

Other Days:

In cases where a decision is required on days that are in question, the Program Staff will make a decision on whether a volunteer can receive a stipend or not. Program Staff will document the reason for their decision and notify the volunteer(s) and give justification for decision and will place justification in the Volunteer(s) file folder.

Travel/Mileage:

Volunteers who claim mileage by driving their own vehicle to and from assignments are required to furnish proof of automobile insurance and a copy of their valid New Mexico Driver's License, unless either auto insurance or driver license's expire. It then needs to be renewed and copies of renewal brought to the SVP office for updating.

Travel time between the volunteer's home and place of assignment will be considered part of the service schedule and is counted as transportation.

1. Mileage reimbursements for Volunteers are verified by the FGP/SCP Coordinator. Travel time between the volunteer's home and place of assignment will not be considered part of the service schedule and is not stipend. Map Quest will be used to determine reportable miles.
2. The reimbursement rate paid for mileage to and from the program participants assignment is \$0.65 per mile paid to a maximum of \$40 per pay period. Unless, there is enough funding to rescind the maximum of \$40 per pay period, then the volunteer will receive the full mileage reimbursement.
3. However, mileage and maximum "CAP" can change due to budget.

Meals:

"Within the limits of available resources and project written policy, Foster Grandparents receive assistance with the cost of meals taken during their service schedule. Project Staff arrange for/or assist with the cost of one meal per day for Foster Grandparents, during orientation and training and as feasible, on days of Volunteer Service Years (VSY)." *FGP Operations Handbook, Chapter 9.* Foster Grandparents, **will not** receive meal reimbursements, if worksite is paying for their meals.

Stipends:

The stipend a Volunteer receives is a **reimbursement** for volunteer related expenses.

The stipend is not a salary and it cannot (per federal regulations) be used to determine or prevent eligibility for any other benefit program, (such as Medicaid, SSI, Housing, Food Stamps, Social Security or LIHEAP).

The stipend is not taxable and is not subject to income tax withholding. If a Foster Grandparent has a problem with an agency counting the stipend as income, the Volunteer should contact the FGP/SCP Coordinator immediately. Tax Form 1099 is not applicable to this program and is not issued. However, a copy of the "Income Disregard Provisions", under the Domestic Volunteer Service Act of 1973 is attached to this handbook (see last page); should suffice.

Stipend checks will be mailed by the City Finance Office to the Volunteer's mailing address or direct deposit into the volunteer's bank account. There are times, when checks are sent out late for mailing or direct deposit; with that said, **PLEASE, DO NOT COUNT** on receiving the check on time.

Non-stipend volunteers will receive meals and travel reimbursements from the Foster Grandparent Program.

The FGP/SCP programs provide the stipend to Volunteers in order to permit persons to serve their communities and to share their life experiences with others lacking out-of-pocket expenses. Currently the hourly stipend rate is \$2.65 per hour.

Annual Physicals:

It is the responsibility of each Volunteer to under go an annual physical examination. Volunteers must coordinate the scheduling of their physical with the FGP/SCP Coordinator. When an appointment of a physical has been scheduled it is the responsibility of the Volunteer to meet that appointment.

If the Volunteer cannot meet the appointment that was scheduled for them by the FGP/SCP Coordinator, it is the Volunteer's responsibility to reschedule the appointment and notify the FGP/SCP Coordinator that the appointment was reschedule.

Foster Grandparents must have a physical examination prior to assignment and annually thereafter, if the budget permits. If enrollees are found to be physically unable to serve or service would be a detriment to them or the clients served, enrollment must be ended.

Policy for Hours of Service:

Normal Hours of Work: Volunteers are required to work a minimum of five (5) - twenty (20) hours per week (physical condition permitting). It is the volunteer's responsibility to notify the FGP/SCP Coordinator if unable to work the minimum hours.

The Volunteer is eligible to work up to forty (40) hours per week. It is the Volunteer's responsibility to notify the FGP/SCP Coordinator before working up to forty (40) hours per week; or for any changes in work schedule.

The FGP/SCP Coordinator is responsible for reviewing Volunteer's Physical examination to ensure that the Volunteer is capable of working up to forty (40) hours per week or when work schedule changes.

It is the responsibility of the FGP/SCP Volunteers to turn in their own time sheets to the Program Office on set dates. Time sheets ***must be signed by the Volunteer, Worksite Supervisor and FGP/SCP Coordinator.***

Request for Reduction of Hours: A Volunteer may request a reduction in hours.

This request may be made for one or more of the following reasons:

- ◆ Change in Health Status

- ◆ Increased Responsibilities at Home
- ◆ Physical Limitations
- ◆ Increased Community Responsibilities

The FGP/SCP Coordinator will approve or deny the request for reduction of hours, basing the decision upon whether the allowable conditions are met and always considering what the FGP/SCP Coordinator considers to be in the best interest of the Volunteer.

Recognition:

At least one annual recognition event will be provided for volunteers. Individual Volunteer Stations will be encouraged to provide recognition events as well.

Appropriate Foster Grandparent Activities:

Foster Grandparent Volunteers may assist children with special or exceptional needs in the following activities:

Institutional Children:

- Activities of daily living that involve self-care.
- Exercises and activities that develop motor skills.
- Educational and learning activities.
- Emotional support and assistance in developing basic learning skills.
- Assist with activities that will increase the child's self esteem.
- Assist with skills that will help the child to achieve a more independent living status.
- Tutoring children with literacy or English language learning needs.

Public/State/Private School Children:

- Provide emotional support and guidance.
- Assistance in developing basic learning skills.

- Tutoring children with literacy or English language learning needs.
- Assisting with skills that can prevent or delay placement in an institution.
- Assist teacher with one on one attention.

Youth in Correctional Facilities:

- Help to ease their emotional pain.
- Assist with accepting institutionalization.
- Assist with improving life skills.
- Assist them in their quest to regain independence.
- Acting as a community link.

Status Offenders and Delinquent Offenders:

- Assist to encourage youth to remain in the community by offering a supportive relationship.
- Assist with programs to prevent juvenile delinquency.

Helping abused and neglected children, children affected by drugs, HIV/AIDS or homelessness:

- Provide emotional support and empathy.

- Help regain stability through contact with older adults and community involvement.

Inappropriate Foster Grandparent Activities:

Foster Grandparents are not allowed to participate in the following activities:

- Serve in staff roles.
- Perform custodial functions such as cleaning, repair work, or rearranging furniture. Should never be on ladders.
- Be left alone to supervise children.
- Supervise other Foster Grandparents/Volunteers.
- Act as substitute teacher or teacher aides.
- Perform office work.
- Perform any services that the Volunteer Station receives compensation for from any source or replace paid staff.
- Discipline and punishing the children in anyway.

What to Expect from Stations:

- ◆ To Provide safe working conditions for volunteers
- ◆ To provide orientation and training

- ◆ Not to displace a paid worker with a volunteer
- ◆ When possible and appropriate to provide volunteers with meals
- ◆ To recognize the achievements of volunteers and identify them as a volunteer.
- ◆ To provide Senior Volunteer Programs (SVP) with a Memorandum of Understanding (MOU). Handicap Accessibility and proof showing public or private non-profit status.

What Volunteers can expect from Senior Volunteer Programs (SVP):

- ◆ Orientation to the Volunteer Programs
- ◆ A suitable and meaningful job assignment
- ◆ A well-defined job description
- ◆ Assistance in changing or adding volunteer assignments
- ◆ Assistance in resolving volunteer-related challenges
- ◆ Monthly newsletter or other mailings
- ◆ Recognition

- ◆ Free supplemental accident and liability insurance (while performing volunteer service).
- ◆ Opportunity to develop new friendships.

What is expected of Volunteers?

- ◆ Completion of training
- ◆ Acceptance of supervision
- ◆ Maintenance of confidentiality
- ◆ Dependability and Professionalism
- ◆ Sign in at your station or report volunteer/hours/meals/students
- ◆ Inform SVP when you have decided to change schools
- ◆ Inform SVP if you have an accident while volunteering
- ◆ Maintain minimum auto liability coverage as required by state law
- ◆ Wear SVP nametag while volunteering
- ◆ Place a minimum of 15 hours a week

Background Check:

“The amendments require CNCS grantees to conduct and document a National Service Criminal History Check, that includes a fingerprint-based FBI criminal history check on

individuals in covered positions who begin work or who start service on or after April 21, 2011 and who have recurring access to children 17 years of age or younger, to persons age 60 and older or to individuals with disabilities. Individuals in covered positions

include Senior Companions (SCP) and Foster Grandparents (FGP)". This final rule is effective January 1, 2013. [45 CFR parts 2510, 2522, 2540, 2551 and 2552] – Federal Register/Vol. 77, No. 194/Friday, October 5, 2012/Rules and Regulations.

- ◆ A new volunteer will not start volunteering until the background check comes back from the FBI. A background check consists of electronic fingerprinting which is back within 24 hours after completion.
- ◆ A sex offender check will also be completed at the time of application and will remain in the volunteer file.
- ◆ All volunteers must have a satisfactory background and sex offender check prior to any volunteer service.

Retirement/Termination of Services/Resignation:

There may come a time when it is in the best interest of the Volunteer to retire, to be reassigned or to be placed on indefinite leave of absence as an active Volunteer. When this time comes it will be handled with dignity.

An assessment should be made when a Volunteer is no longer able to comfortably or safely work the minimum of (5) five or twenty (20) hours per week on a permanent basis. When there are indications that a volunteer is having difficulty with the program

or site commitment, a discreet investigation of the situation should be undertaken by the FGP/SCP Coordinator to determine if the Volunteer should retire or be reassigned. This should include observation of the Volunteer and discussion with the workstation staff. The FGP/SCP Coordinator should complete a workstation evaluation with input from the workstation supervisor. The interests and the well being of the Volunteer will be considered foremost.

Volunteer's services may be terminated for any of the following reasons: unauthorized absences, misconduct and an inability to perform assignments or income in excess of the guidelines established by the Senior Corp.

Dismissal from FGP:

- ◆ Breach of confidentiality
- ◆ Unsatisfactory performance
- ◆ Disregard for policies and procedures
- ◆ Health unacceptable to the point of being a hazard to self or others
- ◆ Extensive absences
- ◆ Suitable assignment not available or unlikely becomes available

Any of the involved parties may terminate services at any time. Ideally, the Volunteer Station Staff, the Volunteer (if appropriate), and Program Staff should make this decision jointly.

Each Volunteer will be given the opportunity to appeal and/or grieve a termination action to the Senior Advisory Council and then to the sponsoring organization City of Alamogordo. If the situation remains unresolved, the decision of the Sponsoring Agency is final. A copy of the Grievance/Appeal Procedure is attached.

The Foster Grandparent/Senior Companion Programs will not enroll an applicant if he/she has been terminated by another RSVP/SCP/FGP Organization.

A Volunteer may resign at anytime. A resignation must be made in writing and must be signed and dated by the volunteer.

Other:

- If the Volunteer goes to tutor a student in a specific public place (i.e. public library) at the appointed time and the student is not there, the Volunteer is paid for that day as a regular day. If this action continues with a client, the FGP/SCP Coordinator will do a site visit and an assessment of the client to evaluate for any problems.

- FGP Volunteers are not considered full or part-time employees. They are, by federal definition, Volunteers.

- - If funds are exhausted and no other funds are available, Volunteers and Volunteer Work Sites will be notified of program suspension until other funds are available.

- **Please do not count on the stipend check as a consistent paycheck.** Whereas, using it for monthly bills, car payments, etc. (Refer to the above, if funds are exhausted...)

Please Notify Us:

- ◆ About any accidents connected with your volunteer assignment, or with your automobile while you are on assignment.
- ◆ If you change your address or phone number.
- ◆ If you wish to change the beneficiary on your accident insurance.
- ◆ If you will be unable to volunteer for a while, and add a new assignment or have problem at your assignment.

Senior Companion and Foster Grandparent Programs

PERSONNEL GRIEVANCE PROCEDURES

PURPOSE: To provide a means of improving morale, effective communication, working conditions and to provide consistency in handling of problems.

APPLICABILITY: All Senior Companions and Foster Grandparents, permanent or temporary.

POLICY: It is the policy of the Senior Companion and Foster Grandparent Programs that every Senior Companion and Foster Grandparent receives fair, just and equitable treatment, regardless of position, political and/or religious philosophies, ethnic background, color or sex; that each Senior Companion and Foster Grandparent be given the opportunity to be heard and express his/her grievance with assurance of receiving impartial consideration and freedom from any form of retribution.

PROCEDURE:

Any volunteer who has a complaint about his/her volunteer work should seek satisfaction regarding that complain through discussions with the following persons in order listed:

If the complaint is with the volunteer station:

- ◆ Speak with your site supervisor or Senior Volunteer Coordinator within five (5) working days of the alleged occurrence or promptly if dealing and on-going problem.
- ◆ If the situation is not resolved to your satisfaction, contact the Senior Volunteer Administrator.
- ◆ If the solution cannot be reached with the station, the volunteer will be offered another assignment.
- ◆ The Administrator will give a response to the grievant within five (5) working days.
- ◆ If this not satisfactory, ask for an appointment with the chairperson of the Senior Advisory Council (SAC). The chairperson will respond to set an appointment within five (5) working days of the appointment.
- ◆ If this still does not resolve the problem a meeting may be requested with the SAC itself. The response of the SAC will be final.

If the problem is related to a SVP decision or staff person, the recommended order of contacts is as follows:

- ◆ The Program Coordinator will notify the aggrieved individual(s) of the meeting date and time in writing.
- ◆ A copy of the final determination of the grievance by the SAC shall be placed in the volunteer personnel file.
- ◆ A Senior Companion or Foster Grandparent will not lose pay for anytime that is spent in discussion of his/her grievance with the Supervisor, the Program Coordinator, the Project Director or the latter's designated representative

VSY Annual Records Review and Handbook Receipt

I, _____, have received a copy of the
Procedure Handbook on _____.

Volunteer Signature

Volunteer Please Print Your Name

Program Staff Signature

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NOTES:

February 23, 2010

MEMORANDUM

TO: Foster Grandparent, Senior Companion, and AmeriCorps VISTA Project Directors

FROM: Frank R. Trinity
General Counsel



SUBJECT: Income disregard provisions under the Domestic Volunteer Service Act of 1973

This memorandum concerns “income disregard” provisions applicable to national service participants who receive benefits under the Domestic Volunteer Service Act of 1973 (DVSA). Specifically, the memorandum is intended to ensure that governmental (Federal, state, and local) entities are aware of, and properly apply, sections 404 and 418 of the DVSA in treating benefits provided to Senior Companions, Foster Grandparents, Retired and Senior Volunteers, Senior Demonstration Program Volunteers, and AmeriCorps*VISTA members.

Section 404 of the DVSA states, in relevant part, as follows:

(f)(1) Notwithstanding any other provision of law except as may be provided expressly in limitation of this subsection, payments to volunteers under this Act shall not in any way reduce or eliminate the level of, or eligibility for, assistance or services any such volunteers may be receiving under any governmental program, except that this paragraph shall not apply in the case of such payments when the Director determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is greater.

(f)(2) Notwithstanding any other provision of law, a person enrolled for full-time service as a volunteer under Title I of this Act who was otherwise entitled to receive assistance or services under any governmental program prior to such volunteer’s enrollment shall not be denied such assistance or services because of such volunteer’s failure or refusal to register for, seek, or accept employment or training during the period of such service.

42 U.S.C. § 5044 (f) (1) and (2).

Senior Corps ★ AmeriCorps ★ Learn and Serve America

1201 New York Avenue, NW ★ Washington, DC 20525 ★ 202-606-5000 ★ www.nationalservice.gov

The income disregard rule applies except when payments to national service participants are equivalent to or greater than the applicable minimum wage. Only the Corporation for National and Community Service may make this determination. To date, payments to such participants have not been determined to exceed the applicable minimum wage. Therefore, the income disregard rule applies to DVSA-supported national service participants.

Section 418 of the DVSA also states as follows:

Notwithstanding any other provision of law, no payment for supportive services or reimbursement of out-of-pocket expenses made to persons serving pursuant to Title II of this Act shall be subject to any tax or charge or be treated as wages or compensation for the purposes of unemployment, temporary disability, retirement, public assistance, workers' compensation, or similar benefit payments, or minimum wage laws. This section shall become effective with respect to all payments made after the effective date of this Act [October 1, 1973].

42 U.S.C. § 5058

In summary,

- a government program may not consider payments to national service participants under the DVSA in determining to reduce or eliminate the participant's level of, or eligibility for, public assistance or services;
- entitlements to assistance may not be denied because of a participant's failure or refusal to seek or accept employment or training, including those established for welfare to work programs; and
- no payments to participants shall be considered wages or unemployment for the purposes of any tax, unemployment, workers' compensation, or for similar benefit payments.

Please share this memorandum with anyone with questions concerning this issue. In the event this memorandum does not resolve the issue, please contact either Tom Bryant (202-606-6678) or Andrea Grill (202-606-6674) in the Office of General Counsel.