**MODULE M – PROGRAM READINESS REVIEW**

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| **REVIEW INFORMATION** | | | |
| Legal Applicant: Click here to enter text. | | Program Name: Click here to enter text. | |
| Program Year: Choose an item. | Reviewer: Choose an item. | | Date of Review: Click here to enter a date. |
| **MODULE CONTENTS** | | | |
| Section 1.0 | Member Service Agreements | Section 2.0 | Member Position Descriptions | | Section 3.0 | Member Timesheet |
| Section 4.0 | Member Performance Evaluation | Section 5.0 | National Service Criminal History Checks | | Section 6.0 | Member Benefits |
| Section 7.0 | Organizational Chart | Section 8.0 | Additional Forms | |  |
| **TYPE OF REVIEW** | | | |
| **Full Review –**. A full review inclusive of all items in this module is conducted on programs in Year 1 of each grant cycle. A full review may also be conducted  for programs that have had compliance issues with member documents and requires additional review. | | | |
| **Limited Scope** - A limited scope review is conducted on programs that are in Year 2 or 3 of operating their program within a given grant cycle. A limited scope review includes the following: 1) a review of any changes programs have made to their start-up documents; 2) a review of any problem areas from the previous years, as applicable; and 3) a review of any new items that have been added to OneStar’s requirements, as outlined in Module M in **yellow**. | | | |

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| **1.0 MEMBER SERVICE AGREEMENT** | |
| *2015-2016 Terms and Conditions, Section IV.A, C, V.B.1-5,8,10-13, V.C.;* § 2520.65, *§2522.230, 2540.230*  Drug-Free Workplace Act (41 U.S.C. 701 *et seq.), CNCS FAQ on Reasonable Accommodation and OneStar-specific requirements (Terms and Conditions)* | |
| **CRITERIA** | **ONESTAR START-UP REVIEW** |
| Member Service Agreement is named as such (not “contract”).  Member position description(s) must be included or referenced in service agreement that member signs  Minimum number of service hours (as required by statute) and other requirements (as developed by recipient) necessary to successfully complete the term of service and be eligible for the education award is included (e.g. If member is HT then hours meet minimum requirements for HT term).  Start and end dates are listed in the service agreement OR space is provided for the program to write in the start and end date of the term of service.  The amount of the education award the individual may receive upon successful completion of the term of service is included and accurate with the current rate ($5,775 for FT members, $2,887.50 for HT members, $2,199.92 for RHT members, $1,527.45 for QT members, and $1,221.96 for MT members)  The program has included Standards of Conduct in the member service agreement. There are no mandated requirements for what must be in standards of conduct. However, program must establish program specific conduct and consequences. |  |
| **Prohibited Activities - 45 CFR § 2520.65, Terms and Conditions V.C.**  Each of the following are listed in member service agreement:  1. Attempting to influence legislation.  2. Organizing or engaging in protests, petitions, boycotts, or strikes.  3. Assisting, promoting or deterring union organizing.  4. Impairing existing service agreements for services or collective bargaining agreements.  5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.  6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.  7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.  8. Providing a direct benefit to:  a) a business organized for profit;  b) A labor union;  c) A partisan political organization; or  d) 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 these provisions shall be construed to prevent participants from participating in advocacy activities undertaken at their own initiative; and  e) An organization engaged in the religious activities described above in prohibited activity 7, unless CNCS assistance is not used to support the religious activities.  9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;  10. Providing abortion services or referrals for receipt of such services  11. Such other activities as CNCS may prohibit.  AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so. |  |
| **Non-Duplication and Non-Displacement**  MSA includes the exact language of **45 CFR § 2540.100(e)-(f)**  **(e) Nonduplication**. Corporation 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 (f) of this section are met, Corporation 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.  **(f) Nondisplacement**.  (1) 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 Corporation assistance.  (2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.  (3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.  (4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.  (5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—  (i) Will supplant the hiring of employed workers; or  (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.  (6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—  (i) Presently employed worker;  (ii) Employee who recently resigned or was discharged;  (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;  (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or  (v) Employee who is on strike or who is being locked out. |  |
| **Member Fundraising**  MSA contains exact text of **§ 2520.40-.45**   1. § 2520.40 Under what circumstances may AmeriCorps members in my program raise resources? (a) AmeriCorps members may raise resources directly in support of your program’s service activities. (b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following: (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read; (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers; (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals; (4) 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; (5) Seeking donations from alumni of the program for specific service projects being performed by current members. (c) AmeriCorps members may not: (1) Raise funds for living allowances or for an organization’s general (as opposed to project) operating expenses or endowment; (2) Write a grant application to the Corporation or to any other Federal agency.      1. § 2520.45 How much time may an AmeriCorps member spend fundraising? 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 § 2520.40. |  |
| **Drug-Free Workplace Act (41 U.S.C. *§ 701 et seq.)***  Program has included its published drug-free workplace statement/policy  Policy includes notifying employees and members that:  The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and Program;  Conviction of any criminal drug statute for a violation that occurred in the work place must be reported to the Grantee no later than 5 days after the conviction;  The employee's employment or member's participation is conditioned upon compliance with the notice requirements; and  Policy states that actions will be taken against employees and members for violations of such prohibitions.  Member Service Agreement includes language that AmeriCorps members acknowledge they have read and agree to the Drug-Free Workplace Policy |  |
| Civil Rights and Non-Harassment Policy *2015-2016 Terms and Conditions V.B.*  Includes a Civil Rights and Non-Harassment Policy in accordance with CNCS’ 2014 Grant Program Civil Rights Policy signed by CEO Wendy Spencer including the following categories: race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service:  **SAMPLE LANGUAGE:**  The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/ or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.  Slurs and other verbal or physical conduct relating to an individual’s gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.  CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.  I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.  Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), [eo@cns.gov](mailto:eo@cns.gov) , or through [www.nationalservice.gov](http://www.nationalservice.gov).  -Wendy Spencer  5/1/2014  For more information please visit: <http://www.nationalservice.gov/build-your-capacity/grants/civil-rights-eo-reqs> |  |
| Suspension and Termination *2015-2016 Terms and Conditions IV.A., V.B., § 2522.230*  The Grantee must suspend the member if the member:   1. faces an official charge of a violent felony or sale or distribution of a controlled substance, and/or 2. is convicted of the possession of a controlled substance 3. is not serving, nor accumulating service hours for an extended period of time.   Grantees may release members from participation for two reasons: for compelling personal circumstances, and for cause.  The Grantee must release a member for cause if:   1. a member is convicted of a violent felony or convicted of the sale or distribution of a controlled substance during a term of service. 2. a member leaves the program to enroll in school, obtain a job, or leaves due to dissatisfaction 3. The Grantee may identify additional circumstances that warrant a member’s release from completing a term of service or suspension of their service. |  |
| **Grievance Procedures *§ 2540.230***  Procedure for the filing and adjudication of grievances is included in member service agreement.  It includes that if the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of OneStar and the Corporation’s Inspector General.  Include contact person for filing grievance.  OneStar’s Grievance Procedure template is used OR or a substantially equivalent program specific procedure is used.  *Optional: Program may provide an opportunity for Alternative Dispute Resolution (ADR). If so, the program must comply with requirements below:*  Alternative Dispute Resolution (ADR)  State that ADR proceedings must be initiated within 45 calendar days of the date of the alleged occurrence  State that at the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.  State that ADR process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution.  State that the proceedings must be informal, and the rules of evidence will not apply.  Stipulate that with the exception of a written and agreed-upon ADR, the proceedings must be confidential.  State that the decision by the neutral party is advisory and is not binding unless both parties agree  Indicate that if the grievance is not resolved within 30 calendar days of initiation, the neutral party again must inform the grieved party of his or her right to file a formal grievance  **Grievance Hearing**  Provide an opportunity for a grievance hearing  Specify that a grievance must be made no later than one year after the date of the alleged occurrence, except for a grievance that alleges fraud or criminal activity  State that if a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such a grievance  Stipulate that a decision on a filed grievance must be made no later than 60 days after filing  State that if ADR was used, the neutral party facilitator may not participate in hearing  Stipulate that no proceeding or communication from ADR may be referred to or used as evidence in hearing  OneStar Foundation’s CEO will appoint a different neutral party to oversee the Grievance Hearing process  **Binding Arbitration**  If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party has an opportunity for a binding arbitration before a qualified arbitrator.  State that arbitrator must be qualified, jointly selected, and independent of the interested parties  Indicate that an arbitration proceeding must be held no later than 45 days after the request, unless OneStar/CNCS appoints the arbitrator  State that a decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceedings begin  State the cost of the arbitration proceeding must be divided evenly between the parties to the arbitration.  Stipulate that if grievant prevails, the program must pay the total cost of the proceeding and reasonable attorney’s fees of the prevailing party incurred in connection with the ADR proceeding. |  |
| **Reasonable Accommodations, *2015-2016 Terms and Conditions IV.C.***  Programs and activities must be accessible to persons with disabilities, and the program must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, and applicants.  Reasonable accommodation policy is included in the member service agreement.  Include statement of confidentiality and state the option of "self-identifying" as a person with a disability.  Include a written reasonable accommodation process. |  |
| **Notice of Non-Discrimination**  Specifies that it operates its program or its activity subject to the nondiscrimination requirements of the applicable statutes.  Summarizes the applicable nondiscrimination requirements.  Notes the availability of compliance information from the Sub-Grantee, OneStar and/or the Corporation, and briefly explain procedures for filing discrimination complaints.  **SAMPLE LANGUAGE:**  *This program is available to all, without regard to* ***race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion****. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:*  *OneStar Foundation OR Office of Civil Rights and Inclusiveness*  *Attn: Director of National Service CNCS*  *9011 Mountain Ridge Dr. 1201 New York Avenue, NW*  *Suite 100 Washington, DC 20525*  *Austin, TX 78759 (800) 833-3722 (TTY and reasonable*  *(512) 287-2000 (voice) accommodation line)*  *(512) 287-2039 (fax) (202) 565-3465 (FAX);* [*eo@cns.gov*](mailto:eo@cns.gov) *(email)*  [*emily@onestarfoundation.org*](mailto:emily@onestarfoundation.org)  *Public Notice of Non-discrimination. The grantee must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the grantee and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.*    *The grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The grantee must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. Where a significant portion of the population eligible to be served needs services or information in a language other than English, the grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.* |  |
| |  |  | | --- | --- | | **2.0 MEMBER POSITION DESCRIPTIONS** | | | *OneStar-specific requirements (Terms and Conditions), 2012-2013 Provisions, Section and Regulations 2540.100 Subpart A* | | | **CRITERIA** | **ONESTAR START-UP REVIEW** | | Member position description(s) is/are provided as standalone documents (in addition to being included/referenced in member service agreement)  Position descriptions clearly and reasonably delineate between “essential” functions vs. “non-essential” functions in alignment with the Americans with Disabilities Act (ADA)  Position descriptions clearly indicate whether or not the member has recurring access to vulnerable populations in accordance with CNCS definition and determination is reasonable  Clearly states that Member will be required to wear the AmeriCorps logo daily.  Position Title includes “AmeriCorps”. Additional specific descriptors related to the member’s service role, such as AmeriCorps Tutor, AmeriCorps Mentors, etc. are acceptable. Position Titles must NOT include any of the following words: Volunteer, Intern, Staff, or Manager.  Position descriptions include the following language in accordance with OneStar’s disaster requirement:  *In the event of a local (e.g. County), state (e.g. Office of the Governor), or federal disaster declaration (e.g. Federal Emergency Management Agency), OneStar may request AmeriCorps members to temporarily deploy to an affected area to participate in response or recovery operations for up to 60 days.  If such a situation occurs, OneStar will make every attempt to not disrupt members’ primary service activities. If members are deployed at OneStar’s request, service hours spent in response to that event may be counted towards the total required member hours. Members will spend no more than 120 days on disaster-related activities during a term of service without the prior consent of OneStar Foundation unless otherwise specified in the program’s approved grant and program design (in the case of programs within the Disaster Services Focus Area).*  Member position description(s) is/are provided for each type of member outlined in the program’s approved grant application  Member position description(s) accurately, completely, and specifically describes the activities to be performed by each member  Position descriptions do not include prohibited activities or generic activity descriptions such as “other duties as assigned”  Members are not referred to as “managers” or performing “management” duties.  Position descriptions do not appear to duplicate, displace or supplant program, site or other staff positions in any way |  |  |  |  | | --- | --- | | **3.0 MEMBER TIMESHEETS** | | | *2015-2016 Terms and Conditions V.F, AmeriCorps State and National Policy Frequently Asked Questions C.8* | | | **CRITERIA** | **ONESTAR START-UP REVIEW** | | ☐ Require both the member and the site supervisor signature  ☐ Require both the member and the site supervisor date of signature  ☐ If the timesheet system used is an electronic system, ensure that system meets the electronic timekeeping requirements outlined in the AmeriCorps State and National Policy FAQs under C.8  ☐ Professional Corps programs – if following the timekeeping practices of its profession, must certify that members have completed the minimum required hours, excluding sick and vacation days, and have written approval on file from CNCS.  ☐ Documents total hours served per day  ☐ Timesheet is prepared at minimum monthly  **Best Practices**  ☐ Segregate/track hours separately for service, training, and fundraising.   * + *Programs must be able to demonstrate that no more than 20% of the aggregate corps’ hours were spent in education and training,*   + *Programs must be able to demonstrate that no more than 10% of a member’s total hours were spent in allowable fundraising activities.*   + *Separating the hours on the timesheet can provide an easy way to determine these calculations.*   ☐ Includes space to document accompaniment of members whose national service criminal history checks are still pending. |  |  |  |  | | --- | --- | | **4.0 MEMBER PERFORMANCE EVALUATION** | | | *AmeriCorps Regulations § 2522.230, § 2522.220 (b), 2015-2016 Terms and Conditions V.E.* | | | **CRITERIA** | **ONESTAR START-UP REVIEW** | | Program submitted Member Performance Review. The program must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member’s performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members.  Member End of Term Performance Review includes the following information:   1. Member has completed the required number of hours 2. Member has satisfactorily completed assignments, tasks, and projects, for those participants released from service early, whether the participant made a satisfactory effort to complete those assignments, tasks, and projects that the participant could reasonably have addressed in the time the participant served 3. Member has met other performance criteria that were clearly communicated at the beginning of the term of service.   Program has submitted Verification of Previous Term of Service Form OR documentation process to verify a member is eligible to serve if he/she previously served. |  |  |  |  | | --- | --- | | **5.0 National Service Criminal History Checks (NSCHCs)** | | | *Criminal History Check regulations (45 CFR Parts 2510, 2522, 2540, 2551 and 2552)* | | | **CRITERIA** | **ONESTAR START-UP REVIEW** | | Program submitted updated NSCHC Consent and Verification form(s), which contains the following components:  Documents that they verified the individual’s identity with a government-issued photo ID  Document and obtain written authorization prior to initiating checks  Document that the individual understands selection is subject to Check results  Provide opportunity for review of findings  Document that you will keep information confidential  Describes the sources of the checks (States/FBI) (the name and address/website of the source used for the check components)  Document dates of initiation of each required check  Document dates of completion of each required check  Document that you considered the results of the checks.  Whether the person is considered eligible for service based on their results; and  The name and signature of the person who reviewed the results. |  | | Staff NSCHC Certification form completed for all covered staff.  eCourse Certificate submitted for at least one staff person. |  | | NSCHC Policies and Procedures have been reviewed and approved by OneStar Grants Officer |  |  |  |  | | --- | --- | | **6.0 MEMBER BENEFITS** | | | *2015-2016 Terms and Conditions VIII.D* | | | **CRITERIA** | **ONESTAR START-UP REVIEW** | | Program has completed OneStar’s Healthcare Insurance Certification and has reported Minimum Essential Coverage compliant healthcare coverage is available to Full Time members  Program submitted Healthcare Insurance Waiver form (if applicable), allowing members to opt in or out of the program provided healthcare policy  Program has submitted childcare benefits waiver or acceptance form (if applicable). Or members accept or waive benefits within MSA with signature or initials. |  |  |  |  | | --- | --- | | **7.0 ORGANIZATIONAL CHART** | | | *2015-2016 Terms and Conditions III.A* | | | **CRITERIA** | **ONESTAR START-UP REVIEW** | | The organizational chart appears to be current and show where/how the AmeriCorps program fits into the overall organization  Approved member positions are explicitly shown and identified as AmeriCorps members  It is clear from the chart who oversees the AmeriCorps program and who provides supervision to the members  For multi-site or intermediary programs with more than one geographic location, organizational charts have been submitted to reflect all applicable geographic locations to show how AmeriCorps fits into each |  |  |  |  | | --- | --- | | **8.0 ADDITIONAL FORMS REQUIRING MEMBERS’ SIGNATURES** | | | *2015-2016 Terms and Conditions III.A* | | | **CRITERIA** | **ONESTAR START-UP REVIEW** | | **Document submitted**: Click here to enter text.  Additional document does not contradict or undermine AmeriCorps requirements  **Document submitted:** Click here to enter text.  Additional document does not contradict or undermine AmeriCorps requirements  **Document submitted**: Click here to enter text.  Additional document does not contradict or undermine AmeriCorps requirements  **Document submitted**: Click here to enter text.  Additional document does not contradict or undermine AmeriCorps requirements  **Document submitted**: Click here to enter text.  Additional document does not contradict or undermine AmeriCorps requirements |  | | |