



AmeriCorps

The Corps Network's
Eagle Corps 2022-2023
AmeriCorps Member Service Agreement
For Earth Conservation Corps
Grant ID# Number 0000643

This Member Service Agreement, serves to delineate the terms, conditions, rules and regulations regarding the participation of the AmeriCorps member _____ referred to as the "member", and Earth Conservation Corps hereafter referred to as "program."

I. MINIMUM ELIGIBILITY REQUIREMENTS

To be eligible for participation in this program, all applicants must:

- a. Be at least 17 years of age at the commencement of service; or
- b. Be an out-of-school youth 16 years of age at the commencement of service participating in a program described in § 2522.110(b)(3) or (g).
- c. Have a high school diploma or its equivalent; or
- d. Not have dropped out of elementary or secondary school to enroll as an AmeriCorps participant and must agree to obtain a high school diploma or its equivalent prior to using the education award; or
- e. Obtain a waiver from the Corporation of the requirements in paragraphs (a)(2)(i) and (a)(2)(ii) of this section based on an independent evaluation secured by the program demonstrating that the individual is not capable of obtaining a high school diploma or its equivalent; or
- f. Be enrolled in an institution of higher education on an ability to benefit basis and be considered eligible for funds under section 484 of the Higher Education Act of 1965 (20 U.S.C. 1091).
- g. Be a citizen, national, or lawful permanent resident alien of the United States.
- h. Satisfy the National Service Criminal History Check eligibility criteria pursuant to 45 CFR 2540.202 including satisfactory results on the National Sex Offender Public Website and applicable state and/or FBI criminal history check(s).
- i. Have acceptable forms of identification to prove US citizenship or lawful resident status.
- j. Have government-issued identification.
- k. Have a social security number matching the name on government-issued identification.
- l. Be able to appropriately represent the program and AmeriCorps.
- m. Available for total hours per service term and between the dates specified in Section IV of this agreement.

II. POSITION DESCRIPTION & RESPONSIBILITIES

Eagle Corps members will be responsible for reducing the disparity between minority youth and STEM learning through their service restoring habitats/watershed surrounding our two environmental education centers on the Anacostia River and the Little Patuxent River bio reserve from our Wings Campus, educating and engaging community members in volunteer service, learning and caring for birds of prey, educating the public about conservation, contribute meaningful wildlife species data to scientists and promoting this flagship conservation corps as a signature AmeriCorps program. The Eagle Corps will have the opportunity to kick-off their service by engaging in environmental restoration, construction trades and soft skills development through the design and build for the Oasis Reserve Youth Training Project. Located on the Wings Campus, this 8-week project will allow AmeriCorps members to work alongside professional contractors to create an outdoor campground and environmental education

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center. Earth Conservation Corps will train referred youth in renovating existing structures as an environmental learning, birds-of-prey rehabilitation, and green jobs training center. Members will be organized into teams and work with professional contractors with specialized focus areas such as; construction, roofing, concrete, solar and plumbing.

AmeriCorps members must take a thirty (30) minute lunch break each day which does not count towards the total term of service hours.

III. HOST SITE SUPERVISION

If the AmeriCorps member is completing service with a host site, the host site may not assign the following to the AmeriCorps member:

- a. Activities that pose a significant risk to them or other participants;
- b. Assignments that displace/supplant employees; or
- c. Individual placements with for-profit businesses.

IV. TERM OF SERVICE

A. Current Term

The AmeriCorps member will serve *at a minimum* the number of hours indicated below and complete those hours between the start and estimated end dates listed. Upon satisfactory completion of the hours within the given timeframe **and** other service requirements, the AmeriCorps member will receive a corresponding AmeriCorps Education Award. Required end date is one year less one day from the start date.

Term of Service: Minimum Time 300hr

Type of Term:

- | | | |
|---------------------------------------------|--------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Full Time 1700hr | <input type="checkbox"/> Three-Quarter Time 1200hr | |
| <input type="checkbox"/> Half Time 900hr | <input type="checkbox"/> Reduced Half Time 675hr | |
| <input type="checkbox"/> Quarter Time 450hr | <input checked="" type="checkbox"/> Minimum Time 300hr | <input type="checkbox"/> Abbreviated Time 100hr |

At least 80% must be direct service hours. No more than 20% of the total hours may include training, education, or other similar approved activities.

Start Date: August 28th, 2023

Estimated End Date: November 30th 2023 No more than 12 months less 1 day from start.

At the discretion of the program staff, the AmeriCorps member may be excused with a full award prior to the end date written above providing the AmeriCorps member has completed the total required service term hours as well as all other program requirements. The AmeriCorps member's service may potentially be extended beyond the estimated end date if the full year has not passed, the AmeriCorps member is suspended due to compelling circumstances or if a grievance has resulted in the reinstatement of a terminated Member. In such circumstance, an addendum stating the new end date and reason for the modification signed/dated by member and staff will be attached to this Member Service Agreement.

B. Additional Terms of Service

If the AmeriCorps member has not completed four (4) terms of service totaling the equivalent of two (2) full-time terms, they understand that in order to serve another term they must have received satisfactory performance reviews for any previous term of service. The AmeriCorps member's eligibility for another term of service will be based on at least an end-of-term evaluation (required for all members) and a mid-term evaluation, when available (required for full time, three-quarter time, half-time, reduced half time members). The evaluation will assess

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the AmeriCorps member's performance and focus on factors such as whether the AmeriCorps member has:

1. Completed the required number of hours;
2. Satisfactorily completed assignments, tasks or projects;
3. Attended Member training sessions and meetings; and
4. Met all other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.

The AmeriCorps member understands, however, that mere eligibility for an additional term of service does not guarantee selection or placement.

V. REQUIREMENTS FOR SUCCESSFUL COMPLETION

A. Service Requirements & Program Activities

The AmeriCorps member understands that in order to successfully complete the term of service (as defined by the program and consistent with regulations of the CNCS) and to be eligible for the education award, he/she must complete their service hours and satisfactorily complete an Orientation, pre-service training, and appropriate trainings related to the AmeriCorps member's ability to perform service (e.g. CPR/First Aid and Conflict Resolution) and training sessions provided by the host site (*for individual placements*), other scheduled Member meetings, trainings, and team community service projects.

B. Attendance

Absences from any of these must be excused by the Program Director in advance. More than one unexcused absence from either the service site or meetings/trainings may result in suspension from the program during which time the AmeriCorps member will not receive the Living Allowance payment or accumulate hours towards completion of service. Repeated absences may result in termination from the program. Also, repeated tardiness and failure to call the site when unavoidably delayed may result in suspension or release from the program.

C. Service Hours

In the event that the AmeriCorps member does not complete the total hours specified in addition to the requirements for successful completion, the AmeriCorps member will not receive any portion of the Education Award unless the AmeriCorps member is released from service due to an allowable compelling personal circumstance.

VI. BENEFITS OF SERVICE

A. Living Allowance

The AmeriCorps member will receive a living allowance paid biweekly.

Payments will not fluctuate based on the number of hours served in a particular time period. If an AmeriCorps member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, living allowance payments will cease. A lump sum payment for any remaining amounts will not be paid to the AmeriCorps member.

The living allowance is considered taxable income. FICA and income taxes will be withheld from the living allowance pursuant to governing law.

B. Health Insurance

Health insurance is offered to all eligible full-time AmeriCorps members.

A full-time AmeriCorps member is eligible for health care benefits if they are not otherwise covered by a health benefits package that provides the minimum benefits established by AmeriCorps at the time they are accepted into an AmeriCorps program.

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If, as a result of participation, or if, during the term of service, an AmeriCorps member demonstrates loss of coverage through no deliberate act of his or her own, such as parental or spousal job loss or disqualification from Medicaid, the AmeriCorps member will be eligible for health care benefits.

C. Childcare

Childcare provided through an eligible provider is offered to all full time AmeriCorps members who need childcare in order to participate. A participant is considered to need childcare in order to participate in the program if they:

- a. Are the parent or legal guardian of, or is acting in loco parentis for, a child under 13 who resides with the participant;
- b. Have a family income that does not exceed 75 percent of the State's median income for a family of the same size;
- c. At the time of acceptance into the program, are not currently receiving childcare assistance from another source, including a parent or guardian, which would continue to be provided while the participant serves in the program; and
- d. Certify that they need childcare in order to participate in the program.

AmeriCorps members may apply for childcare benefits through the AmeriCorps Childcare Program online at www.americorpschildcare.com.

D. Segal AmeriCorps Education Award

Upon successful completion of the AmeriCorps member's term of service, the AmeriCorps member will receive a Segal AmeriCorps Education Award (scholarship) from the National Service Trust. Funds will be transferred from the Trust directly to the educational institution. No funds for the Segal AmeriCorps Education Award will be provided directly to the AmeriCorps member. Trust will transfer requested funds directly to the educational institution, not directly to the AmeriCorps member. FICA and income taxes will be withheld from the living allowance (AC VIII.C). The Segal AmeriCorps Education Award is also taxable, but only when it is used.

Prior to using the education award, the AmeriCorps member agrees (in the event the AmeriCorps member has not yet received a high school diploma or its equivalent including an alternative diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or its equivalent (unless the AmeriCorps member is enrolled in an institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the AmeriCorps member's educational assessment). The education award may be used for traditional and non-traditional courses at Title IV schools.

The AmeriCorps member understands that his/her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render the AmeriCorps member ineligible to receive the education award.

If the AmeriCorps member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan upon completion of the term of service. Student loan forbearance and interest payments, if the AmeriCorps member qualifies (FAQ G.7)

High School Diploma/GED Requirement

The AmeriCorps member understands that they must acquire a high school diploma or GED prior to using the Segal AmeriCorps Education Award.

E. Benefits Summary

The AmeriCorps member will receive the following benefits for 2022-2023.

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Term	Hours	Living Allowance	Health Insurance	Child Care	Education Award Amount
Minimum Time	300	\$3,600	Yes	Yes, if eligible	\$1,374.60

VII. STANDARDS OF CONDUCT

- A. The AmeriCorps member is expected to, at all times, while acting in an official capacity as an AmeriCorps member:
 - 1) demonstrate mutual respect toward others;
 - 2) follow directions;
 - 3) direct concerns, problems and suggestions to the appropriate program official; and
 - 4) not engage in any activity involving proselytizing or assisting religious organizations, attempting to influence legislation or an election or aid a partisan political organization, helping or hindering union activity, or aiding in business organized for profit.

- B. At no time may the AmeriCorps member:
 - 1) engage in any activity that is illegal under local, state or federal law;
 - 2) engage in activities that pose a significant safety risk to others.

- C. The AmeriCorps member understands that the following acts also constitute a violation of the AmeriCorps rules of conduct:
 - 1) unauthorized tardiness;
 - 2) unauthorized absences;
 - 3) repeated use of inappropriate language (i.e. profanity) at job site;
 - 4) failure to wear appropriate clothing to service assignments;
 - 5) stealing or lying;
 - 6) engaging in activity that may physically or emotionally damage other members or of the community;
 - 7) possessing or using any illegal drugs during the term of service;
 - 8) consuming alcoholic beverages during the performance of service activities;
 - 9) being under the influence of alcohol or any illegal drugs during the performance of service activities; or
 - 10) failure to notify program of any criminal arrest or conviction that during the term of service.

- D. For violating the above stated rules, the Corps will take appropriate action up to and including release from the AmeriCorps program and loss of the education award.

- E. The Corps reserves the right to release the AmeriCorps member for cause if, in the opinion of the Program Director, the AmeriCorps member's conduct undermines the effectiveness of the Corps or the project to which they are assigned.

- F. Failure to comply with this code of conduct may result in termination for cause from AmeriCorps or the program as stated in the discipline policy.

VIII. PROHIBITED ACTIVITIES

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

- 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 contracts 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;

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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;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the [Internal Revenue Code of 1986](#) except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - e. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities; and
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as the Corporation may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

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 engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities, when possible.

IX. NON-DUPLICATION AND NON-DISPLACEMENT – 45 CFR § 2540.100(e)-(f)

AmeriCorps members participating in the program at CORPS NAME are participants in a program receiving assistance from AmeriCorps (“Corporation”).

A. Non-duplication

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) “Nondisplacement” 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.

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B. Non-displacement

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 -
6. Will supplant the hiring of employed workers; or
7. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
8. 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 -
9. Presently employed worker;
10. Employee who recently resigned or was discharged;
11. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
12. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
13. Employee who is on strike or who is being locked out.

X. MEMBER FUNDRAISING – 45 CFR § 2520.40-.45

- 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.
- D. 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 (above).

XI. DRUG-FREE WORKPLACE

The AmeriCorps member must comply with the Drug-Free Workplace policy found in Document Name or Appendix. In particular, the AmeriCorps member understands:

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- a) Unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited while serving as an AmeriCorps member;
- b) The member must abide by the terms of this prohibition and must notify the program director of any conviction under a criminal drug statute no later than five (5) days after such a conviction;
- c) Participation is conditioned upon compliance with these requirements; and,
- d) Certain actions will be taken against the AmeriCorps member for violations of this policy, including personnel actions up to and including termination, and/or the requirement to satisfactorily participate in a drug abuse assistance or rehabilitation program.

XII. CIVIL RIGHTS AND NON-HARASSMENT

A. Policy

Earth Conservation Corps has zero tolerance for the harassment of any individual or group of individuals for any reason. Earth Conservation Corps is committed to treating all persons with dignity and respect. Earth Conservation Corps 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. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any Earth Conservation Corps employee or AmeriCorps member.

Earth Conservation Corps does not discriminate in program admission based on race, color, sexual orientation, military discharge, sex, national origin, age, disability, or any other characteristic unrelated to the ability to perform the essential functions or basic tenets of the program, or any bona fide occupational qualifications. Earth Conservation Corps will make reasonable accommodations for qualified individuals with known disabilities, as long as the accommodation does not impose an undue hardship on Earth Conservation Corps. This policy governs all aspects of the program, including selection, placement assignment, compensation, and access to benefits and training.

Earth Conservation Corps makes every effort to ensure that its placement agencies have similar non-discrimination policies. Any Member with questions or concerns about any type of discrimination in their placement workplace is encouraged to bring these issues to the attention of their immediate supervisor, superior, and/or Program Director.

Discrimination on the part of fellow Earth Conservation Corps Members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the program.

Earth Conservation Corps will not tolerate harassment of any kind. Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures. Any Member who believes that he or she has been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Program Director. Any Member who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from Earth Conservation Corps.

B. Reporting

It is also unlawful to retaliate against any person who files a complaint about such discrimination.

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) may raise his or her concerns with the Equal Employment Opportunity Office (EEO). Discrimination claims not brought to the attention of the Equal Employment Opportunity Office within 45 days of their

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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 the Equal Employment Opportunity Office. If another procedure is used, it does not affect the 45-day time limit.

If you believe that you or others have been discriminated against, or if you want more information, contact:

Equal Employment Opportunity Office (EEO)

Corporation for National and Community Service (AmeriCorps)

250 E Street, SW

Washington, DC 20525

Phone: (800) 833-3722 (toll-free; TTY and reasonable accommodation line)

(202) 606-7503 (voice)

(202) 606-3472 (TTY)

Fax: (202) 565-3465

Email: eo@cns.gov

XIII. DISCIPLINE POLICY, SUSPENSIONS, AND RELEASE FROM PARTICIPATION

A. Minor Disciplinary Actions

The Corps may temporarily suspend or impose a fine on a Member for minor disciplinary reasons, such as chronic tardiness, as outlined in the conditions of the AmeriCorps member agreement.

The program may release the AmeriCorps member for cause if, in the opinion of the program or AmeriCorps Program Director, the AmeriCorps member repeatedly or periodically continues to demonstrate inappropriate behavior by engaging in a pattern of misconduct.

The AmeriCorps member understands that they will be either suspended or released for cause in accordance with part D of this section for committing certain acts during the term of service such as being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance.

Except in cases where, during the term of service, the AmeriCorps member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance, the program may, at its discretion, implement the following disciplinary procedures:

- a) For the AmeriCorps member's first offense, an appropriate Corps official will issue a verbal warning to the AmeriCorps member;
- b) For the AmeriCorps member's second offense, an appropriate Corps official will issue a written warning and reprimand to the AmeriCorps member;
- c) For the AmeriCorps member's third offense, the AmeriCorps member may be suspended for one day or more without compensation;
- d) For the fourth offense, the Corps may release the AmeriCorps member for cause.

B. Release from Participation – 45 CFR §2522.230.

An AmeriCorps program may release a participant from completing a term of service for compelling personal circumstances, as determined by the program, or for cause.

C. Release for Compelling Personal Circumstances – 45 CFR §2522.230.

1. An AmeriCorps program may release a participant upon a determination by the program, consistent with the criteria listed in paragraphs (a)(6) [(4)(i)] and (a)(7) [(4)(ii)] of this section, that the participant is unable to complete the term of service because of compelling personal circumstances, if the participant has otherwise performed satisfactorily and has completed at least fifteen percent of the agreed term of service.

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2. A participant who is released for compelling personal circumstances and who completes at least 15 percent of the required term of service is eligible for a pro-rated education award.
3. The program must document the basis for any determination that compelling personal circumstances prevent a participant from completing a term of service.
4. Compelling personal circumstances include:
 - i. Those that are beyond the participant's control, such as, but not limited to:
 - a. A participant's disability or serious illness;
 - b. Disability, serious illness, or death of a participant's family member if this makes completing a term unreasonably difficult or impossible; or
 - c. 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 project or program, that make completing a term unreasonably difficult or impossible;
 - ii. Those that the Corporation, has for public policy reasons, determined as such, including:
 - a. Military service obligations;
 - b. Acceptance by a participant of an opportunity to make the transition from welfare to work; or
 - c. 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.
5. Compelling personal circumstances do not include leaving a program:
 - i. To enroll in school;
 - ii. 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; or
 - iii. Because of dissatisfaction with the program.
6. As an alternative to releasing a participant, an AmeriCorps*State/National program may, after determining that compelling personal circumstances exist, suspend the participant's term of service for up to two years (or longer if approved by the Corporation based on extenuating circumstances) to allow the participant to complete service with the same or similar AmeriCorps program at a later time.

D. Release for Cause – 45 CFR §2522.230.

1. A release for cause encompasses any circumstances other than compelling personal circumstances that warrant an individual's release from completing a term of service.
2. 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.
3. 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.
4. 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.
5. An AmeriCorps*State/National participant released for cause may contest the program's decision by filing a grievance. Pending the resolution of a grievance procedure filed by an individual to contest a determination by a program to release the individual for cause, the individual's service is considered to be suspended. For this type of grievance, a program may not—while the grievance is pending or as part of its resolution—provide a participant with federally-funded benefits (including payments from the National Service Trust) beyond those attributable to service actually performed, without the program receiving written approval from the Corporation.

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6. An individual's eligibility for a subsequent term of service in AmeriCorps will not be affected by release for cause from a prior term of service so long as the individual received a satisfactory end-of-term performance review as described in §2522.220(c)(2) for the period served in the prior term.
7. Except as provided in paragraph (e) of this section, a term of service from which an individual is released for cause counts as one of the terms of service described in §2522.235 for which an individual may receive the benefits described in §§2522.240 through 2522.250.

E. Suspended Service – 45 CFR §2522.230.

1. 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.
2. A program must suspend the service of an individual who is convicted of possession of a controlled substance.
3. An individual may not receive a living allowance or other benefits, and may not accrue service hours, during a period of suspension under this provision.

F. Reinstatement – 45 CFR §2522.230.

1. A program may reinstate an individual whose service was suspended under paragraph (c)(1) [(E)(1)] of this section if the individual is found not guilty or if the charge is dismissed.
2. A program may reinstate an individual whose service was suspended under paragraph (c)(2) [(E)(2)] of this section only if the individual demonstrates the following:
 - i. 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;
 - ii. 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.

G. Release prior to serving 15 percent of a term of service – 45 CFR §2522.230.

If a participant is released for reasons other than misconduct prior to completing 15 percent of a term of service, the term will not be considered one of the terms of service described in §2522.220(b) for which an individual may receive the benefits described in §§2522.240 through 2522.250.

H. No Automatic Disqualification if Released for Cause

A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term—e.g. the individual has decided to take a job offer—but who otherwise performed well would not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

XIV. GRIEVANCE PROCEDURES

In the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps member may seek resolution through the following grievance procedures. These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspension, or release for cause.

The AmeriCorps member understands that they have a right to file a grievance to resolve disputes in accordance with the grievance procedures described in location of the program's grievance procedure.

A grievance procedure may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of AmeriCorps' inspector general.

Member Initials : _____

A. Alternative Dispute Resolution

The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her 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.

If mediation, facilitation, or other dispute resolution processes are selected, the 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. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.

B. Grievance Procedure for Unresolved Complaints

If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of his or her right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

C. Time Limitations

Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such grievance must be made no later than 60 calendar days after the filing of the grievance.

D. Arbitration

1. Arbitrator –

- i. **Joint selection by parties.** 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 may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.
- ii. **Appointment by Corporation.** If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporations Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

2. Time Limits –

- i. **Proceedings.** An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.
- ii. **Decision.** A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.
- iii. **The cost.** The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

Member Initials : _____

E. Suspension of Placement

If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.

F. Remedies

Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include -

1. Prohibition of a placement of a participant; and
2. In grievance cases where there is a violation of non duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance -
3. Reinstatement of the employee to the position he or she held prior to the displacement;
4. Payment of lost wages and benefits;
5. Re-establishment of other relevant terms, conditions and privileges of employment; and
6. Any other equitable relief that is necessary to correct any violation of the non duplication or non-displacement requirements or to make the displaced employee whole.

G. Suspension or Termination of Assistance

The Corporation may suspend or terminate payments for assistance under this chapter.

H. Effect of Noncompliance with Arbitration

A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

XV. OTHER TERMS AND CONDITIONS

Teleservice

AmeriCorps members will generally be providing service directly to the people and in the communities where they serve rather than performing service remotely. Therefore, teleservice will be limited to certain situations.

On occasion, the program may determine that teleservice is appropriate based on extenuating circumstances and the type of service being delivered. Teleservice—like all service—will have appropriate documentation, supervision and oversight.

Media and Publicity Release

- Earth Conservation Corps **has my consent** to use my name and/or photo for publicity purposes for AmeriCorps, The Corps Network, and Earth Conservation Corps.
- Earth Conservation Corps **does not have my consent** to use my name and/or photo for publicity purposes for AmeriCorps, The Corps Network, and Earth Conservation Corps.

XVI. AUTHORIZATIONS

By signing this agreement, I certify under penalty of law that I meet the eligibility requirements stated above and in 45 CFR §2522.200(a).

Member Initials : _____

Member Signature

Date

Program Director's Signature

Date

Parent or Legal Guardian Signature
(if Member is under 18)

Date

Member Initials : _____