



AmeriCorps



VERMONT
YOUTH
CONSERVATION
CORPS

Member Service Agreement

This Member Service Agreement serves to delineate the terms, conditions and rules regarding the participation of the AmeriCorps Member _____, hereafter referred to as the “Member”, and the Vermont Youth Conservation Corps, hereafter referred to as “VYCC”.

I. Member Eligibility Requirements ([45 CFR §2522.200\(a\)](#))

(a) **Eligibility.** An AmeriCorps participant must--

- (1)
 - (i) Be at least 17 years of age at the commencement of service; or
 - (ii) 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 [\(g\)](#);
- (2)
 - (i) Have a high school diploma or its equivalent; or
 - (ii) 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
 - (iii) Obtain a waiver from AmeriCorps 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
 - (iv) 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](#));
- (3) Be a citizen, national, or lawful permanent resident alien of the United States;
- (4) Satisfy the National Service Criminal History Check eligibility criteria pursuant to [45 CFR 2540.202](#).

(b) **Written declaration regarding high school diploma sufficient for enrollment.** For purposes of enrollment, if an individual provides a written declaration under penalty of law that he or she meets the requirements in [paragraph \(a\)](#) of this section relating to high school education, a program need not obtain additional documentation of that fact.

(c) **Primary documentation of status as a U.S. citizen or national.** The following are acceptable forms of certifying status as a U.S. citizen or national:

- (1) A birth certificate showing that the individual was born in one of the 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, or the Northern Mariana Islands;
- (2) A United States passport;

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- (3) A report of birth abroad of a U.S. Citizen (FS-240) issued by the State Department;
- (4) A certificate of birth-foreign service (FS 545) issued by the State Department;
- (5) A certification of report of birth (DS-1350) issued by the State Department;
- (6) A certificate of naturalization (Form N-550 or N-570) issued by the Immigration and Naturalization Service; or
- (7) A certificate of citizenship (Form N-560 or N-561) issued by the Immigration and Naturalization Service.

(d) **Primary documentation of status as a lawful permanent resident alien of the United States.** The following are acceptable forms of certifying status as a lawful permanent resident alien of the United States:

- (1) Permanent Resident Card, INS Form I-551;
- (2) Alien Registration Receipt Card, INS Form I-551;
- (3) A passport indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence; or
- (4) A Departure Record (INS Form I-94) indicating that the INS has approved it as temporary evidence of lawful admission for permanent residence.

(e) **Secondary documentation of citizenship or immigration status.** If primary documentation is not available, the program must obtain written approval from AmeriCorps that other documentation is sufficient to demonstrate the individual's status as a U.S. citizen, U.S. national, or lawful permanent resident alien.

II. High School Diploma/GED

If I have not achieved a high school diploma or GED to date, I agree to do so prior to using my AmeriCorps Education Award. **Member must mark "Yes" in at least one category below.**

Diploma/Certificate Held	Mark "Yes" or "No" as appropriate
Have a High School Diploma	
Have a High School Equivalency Certificate/GED	
Will obtain High School Diploma or Equivalency Before Using the Education Award	
Have some College	
Have College degree	

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III. Position Description & Responsibilities

- Complete high-priority conservation and/or agriculture projects including:
 - Production, processing and distribution of farm produce for Health Care Shares
 - Trail construction and maintenance including drainages, rock staircases, retaining walls, and step stones
 - Watershed restoration
 - Carpentry / construction including bridges, kiosks, staircases, and agriculture structures
 - Invasive species and hazard tree removal
 - Timber stand improvements
- Engage in Enrichment activities as directed
- Participate in orientation, pre-season training, and scheduled trainings throughout term
- **Members must take a half-hour lunch break each day that does not count towards the total term of service hours. Non-service activities including eating, sleeping, errands, etc. may not count toward service hours**

IV. Terms of Service

At a minimum, the Member will serve the number of hours indicated below and complete those hours between the anticipated start and end dates listed. Upon satisfactory completion of these hours (and other service requirements), the Member will receive an Education Award from AmeriCorps.

Type of Service Term: _____ **hours** (a maximum of 20% of the total hours may include training, education, or other similar service-related approved activities. A maximum of 10% of the total hours may include fundraising)

Start Date (mm/dd/yyyy): _____ **End Date (mm/dd/yyyy):** _____

The Member understands that in order to successfully complete the term of service (as defined by the program and consistent with regulations of AmeriCorps) and to be eligible for the education award, he/she/they must complete their service hours and satisfactorily complete an orientation, applicable trainings related to the Member’s ability to perform service, other scheduled meetings, trainings, and crew projects. Absence from any of these must be excused by the Supervisor in advance. The Member must also submit all required timesheets and data collection reports.

In the event that the Member does not complete the total hours specified, the Member will not receive any portion of the Education Award, unless the Member is released from service due to an allowable Compelling Circumstance (see Policies).

If a Member has not completed four terms valuing two full-time equivalents, he/she/they understands that in order to be eligible to serve another term at VYCC they must receive satisfactory performance reviews for any previous term of service. The Member’s eligibility for another term of service will be based on at least a mid-term (for 1200-, 900- and 675-hour members) and end-of-term (for all members) evaluation of the Member’s performance focusing on factors such as whether the Member has:

1. Completed the required number of hours;
2. Satisfactorily completed assignments, tasks or projects;

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3. Attended Member training sessions and meetings; and
4. Met all other criteria that were clearly communicated both verbally and in writing at the beginning of the term of service.

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

V. Benefits of Service

Upon successful completion of the Member’s term of service, the Member will receive an education award from the National Service Trust as described above. Receipt of the Segal Education Award is contingent upon satisfactory performance during a Member’s term of service. The Segal Education Award is taxable but only when used.

Prior to using the education award, the Member agrees (in the event the 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 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 Member’s educational assessment).

Term	Hours	Enter Biweekly Living Allowance Amount (from Offer Letter) on the correct line	Ed Award Amount	The
Three Quarter-Time	1200		\$5,176.50	
Half-time	900		\$3,697.50	
Reduced Half-time	675		\$2,817.14	
Quarter-time	450		\$1,956.35	
Minimum-time	300		\$1,565.08	

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

If the 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.

The Member will receive the following Education Award amount:



Rate of Pay, Living Allowance, and Direct Deposit

AmeriCorps members are not paid by the hour. Members receive a living allowance bi-weekly during active service, based on their term of service. The living allowance is taxable, subject to FICA and income tax rates. AmeriCorps members are not eligible for unemployment benefits upon completion of their service or early termination.

Payday will occur bi-weekly on Fridays to match the VYCC employee payroll cycle. The Member is responsible for providing the VYCC AmeriCorps staff with any changes in their bank account information immediately. The Member is responsible for any bank charges that are incurred due to their bank account becoming inactive.

If the Member serves all required hours and is permitted to conclude his/her/their term of service before the originally agreed upon end of term, living allowance payments must cease. VYCC is not allowed to provide a lump sum to the Member.

If the Member has any problems or questions regarding payroll, AmeriCorps Crew Supervisors or the Administration Manager can help. The VYCC office main line number is 802-434-3969. If your call is picked up by voicemail, please leave a message stating your name, your crew's name, phone number and the issue. A staff member will return your call as soon as possible.

Health Insurance

AmeriCorps members enrolled in terms of service less than 1700 hours are not eligible for VYCC employer sponsored health insurance, nor AmeriCorps sponsored plans as they are for NCCC and VISTA members only. The Member can apply for subsidized health care with Medicaid.

VYCC is happy to provide documentation to verify the Member's enrollment at VYCC as an AmeriCorps Member should they choose to apply for Medicaid and/or SNAP/Food Stamps.

VIII. Gift Card Policy

In the rare event that VYCC will utilize gift cards for AmeriCorps programming, it will adhere to the following policy:

- i. Gift cards will be issued in limited quantities based on the number of cards that are necessary at that time
- ii. Individual card value will not exceed \$100.
- iii. AmeriCorps State and National award funds cannot be used to cover the cost of undistributed or expired gift cards
- iv. Gift cards may not be used to cover costs such as living allowances, employees, consultants, contractors, etc.
- v. Gift cards may not be used for unallowable costs.

If using gift cards, VYCC will:

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- i. ensure purchasing and approval duties are segregated (the purchaser should not be the authorizer);
- ii. document the purchase of gift cards in the general ledger;
- iii. ensure that gift cards are stored securely, as if they were cash;
- iv. keep a log of distribution of gift cards that includes the recipient's name and amount of gift card; and
- v. notify the participant of the purpose of the gift card.

VI. Standards of Conduct and Program Principles

The following is a list of VYCC's Program Principles, which all AmeriCorps Members are expected to abide by:

- Safety and Health: Foster a safe working and living environment.
- Support: Have care for self and others.
- Community: Create a culture of belonging.
- Grit and Resiliency: Lean into challenge and learn from failure.
- Accountability: Be accountable to yourself and your crew.
- Professionalism: Have pride in your work and model professionalism.

If the Member fails to comply with this code of conduct, they may be terminated from the AmeriCorps program "For Cause":

(a) The 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 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 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 service 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 of the program 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

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- 10) failure to notify program of any criminal arrest or conviction that occurs during the term of service.
- (d) For violating the above stated rules, VYCC will take appropriate action up to and including release from the AmeriCorps program and loss of the education award.
- (e) VYCC reserves the right to release the Member for cause if, in the opinion of the Program Director, their conduct undermines the effectiveness of AmeriCorps or the project to which they are assigned.

VI. Prohibited Activities ([45 CFR § 2520.65](#))

A. 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;
- (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—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) 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; and
 - (v) 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;
- (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; and
- (11) Such other activities as the CNCS may prohibit.

B. 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.

VII. Non-Duplication and Non-Displacement ([45 CFR § 2540.100\(e\)-\(f\)](#))

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(e) 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) 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

IX. Member Fundraising ([45 CFR § 2520.40-.45](#))

The Member may raise resources for VYCC programs only in the following circumstances:

- (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;



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(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.

The member may spend no more than ten percent of their 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



X. Drug-Free Workplace Policy

The Member must comply with the [Drug-Free Workplace Act \(41 U.S.C. § 701 et seq\)](#), which states that:

- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited while serving as an AmeriCorps member.
- As a condition of AmeriCorps service, 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 5 days after such a conviction.
- Specific actions will be taken against members for violations of this prohibition, including personnel actions up to and including termination, and/or the requirement to satisfactorily participate in a drug abuse assistance or rehabilitation program.

XI. Civil Rights and Non-Harassment

VYCC's programs are available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information, and military service. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any VYCC employee or AmeriCorps member. 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 AmeriCorps. If you believe that you or others have been discriminated against, or if you want more information, contact: AmeriCorps Office of Diversity, Equity, Inclusion and Accessibility Civil Rights Hotline: 202-606-3461 Email: eo@americorps.gov

XII. Non-Discrimination Policy

VYCC is committed to being an organization that is inclusive and welcoming for all employees, volunteers, and community members. VYCC strives to cultivate a work environment that encourages fairness, teamwork, and respect among its' members. It is firmly committed to maintaining a work atmosphere in which people of diverse backgrounds and lifestyles may grow personally and professionally.

VYCC provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, national origin, sex, sexual orientation, ancestry, place of birth, age, disability, health coverage status, genetic information, including traits for sickle cell or hemoglobin C, HIV status, veteran or military status or any other characteristic protected by law.

VYCC complies with the requirements of applicable Federal and State laws in providing equal employment opportunities including, but not limited to, recruitment, selection, training, promotion, compensation, benefits, termination, and other terms and conditions of employment.

As required by State and Federal laws, VYCC will provide reasonable accommodation for a qualified individual with a disability unless such accommodation creates an undue hardship for VYCC.

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In addition to the above, VYCC also adheres to the AmeriCorps Program Civil Rights and Non-Harassment Policy: [Program-Civil-Rights-and-Non-Harassment-2022-03-29-508.pdf \(americorps.gov\)](#)

XIII. Consequences for Violating Standards of Conduct

VYCC's Dismissal Policies have been created to keep crews safe, happy, and healthy. They are the result of decades of feedback from Crew Members, Crew Leaders, project sponsors, community members, and HQ staff.

Dismissal Policies: Behavior that results in disciplinary action up to and including dismissal

- Physical/emotional violence or threats of violence to others
- Harassing behavior based on protected status
- Physical intimacy with another Corps Member while engaged in VYCC programming
- Possession, use or suspicion of use of alcohol, nicotine, or federally illegal drugs on a VYCC job or program site

Dismissal Policies are a tool to address any activity or behavior that severely jeopardizes the health and safety of Corps Members and are, therefore, grounds for immediate dismissal. VYCC takes these policies seriously and will investigate any reports of Dismissal Policy violations.

Assessment and Improvement Plan

If a Crew Member is struggling with behavior that is detracting from general crew health, they have opportunities to correct their behavior by sitting down with their Leaders and co-creating an Assessment and Improvement Plan (AIP).

If an AIP is required, Corps Members will document the specific broken principle or practice, the behavior that needs to change, how the changes will be measured, when the changes need to occur, and what resources either the Crew Member or Leader need. A pattern of principle or practice violations can lead to a dismissal.

All policies and principles apply to all members of the VYCC community.

Suspension and Release from Participation ([45 CFR §2522.230](#))

A member may be released from participation for compelling personal circumstances, as determined by VYCC, or for cause.

(a) Release for compelling personal circumstances.

(1) An AmeriCorps program may release a participant upon a determination by the program, consistent with the criteria listed in [paragraphs \(a\)\(6\)](#) and [\(a\)\(7\)](#) 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.

(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.

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- (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 AmeriCorps, 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 AmeriCorps based on extenuating circumstances) to allow the participant to complete service with the same or similar AmeriCorps program at a later time.

(b) Release for cause.

- (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 AmeriCorps.
- (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.



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(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](#).

(c) *Suspended service.*

(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.

(d) *Reinstatement.*

(1) A program may reinstate an individual whose service was suspended under [paragraph \(c\)\(1\)](#) 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 \(c\)\(2\)](#) 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.

(e) *Release prior to serving 15 percent of a term of service.* 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](#).

In addition to the circumstances described in [45 CFR §2522.230](#), a member may be suspended if they:

- A. face an official charge of a violent felony or sale or distribution of a controlled substance, and/or
- B. is convicted of the possession of a controlled substance
- C. is not serving, nor accumulating service hours for an extended period of time
- D. misses a week or more due to family emergency or personal injury/surgery
- E. receives pre-approved time off for a week or more.

If a member is suspended, the member may not receive a living allowance. If a member is later reinstated, regular living allowance disbursements will resume.

XIV. Grievance Procedures (45 CFR §2540.230)

VYCC resolves to attempt to work out any disputes between the Member, supervisor and program through informal methods, where applicable.

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. In addition, individuals who are not selected as AmeriCorps Members or labor unions alleging displacement of employees or duplication of activities by AmeriCorps may utilize these procedures. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of AmeriCorps' inspector general.

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(a) **Alternative dispute resolution.**

(1) 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.

(2) 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** —



AmeriCorps

(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.

(3) **The cost.** The cost of the arbitration proceedings 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.

(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 nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—

- (i) Reinstatement of the employee to the position he or she held prior to the displacement;
- (ii) Payment of lost wages and benefits;
- (iii) Re-establishment of other relevant terms, conditions and privileges of employment; and
- (iv) Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement 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. Member Consent

I ___do ___do not consent to the use of my name and/or photo for publicity purposes for CNCS and/or VYCC.

Member Signature

Date

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

Date

Program Director's Signature

Date