



Memorandum of Understanding (MOU)

between

TerraCorps, Inc. (hereinafter, TerraCorps) and

_____ (hereinafter, Service Site)

Number of AmeriCorps Service Positions to be placed with this Service Site: _____

2020 Service Year: August 31, 2020 – July 30, 2021

I. Purpose of AmeriCorps: AmeriCorps is a national service initiative signed into law by President Clinton in 1993 with the purpose of engaging thousands of Americans of all backgrounds in service opportunities that help communities meet critical education, public safety, human, or environmental needs. TerraCorps is partially funded through grants from the Corporation for National and Community Service (CNCS) and supported in part by the Massachusetts Service Alliance. This funding will help TerraCorps place up to 88 AmeriCorps Members at approximately 50 Service Sites across three states in the 2020-2021 program service year. (“Member” is the term used for an individual selected and enrolled in an AmeriCorps term of service. All TerraCorps Members are AmeriCorps Members.)

II. Purpose of this MOU: This Memorandum of Understanding is intended to clarify the roles and responsibilities of Service Sites and TerraCorps, as the AmeriCorps program administrator and grantee.

III. TerraCorps Program Impact: Land conservation, food systems reform, environmental justice and tribal organizations play primary roles in helping communities overcome the damaging effects of land over-development and racially biased land use systems. But, these relatively small community non-profits invariably have insufficient capacity to deliver core interventions at necessary scale—a clear opportunity for social impact.

TerraCorps addresses this capacity need via its administration of a groundbreaking professional development program in partnership with 50+ community-based non-profits that comprise a network of service sites throughout southern New England. Annually, TerraCorps recruits and prepares a new cohort of up to 88 AmeriCorps Members and places them at Service Sites where they serve alongside a professional mentor and learn to manage community programs and projects. These pairings result in win-win outcomes for Members, Service Sites, and the communities they serve. Members gain professional skillsets, experience, and a network of colleagues that help them launch their careers. Service Sites receive capacity building support that strengthens their ability to fulfill their missions over time, thereby enhancing the positive impact on the lives and communities they serve.

Our vision is a future where land is the foundation of health and well-being for ALL people in EVERY community, and our focus is breaking down barriers to equitable land access and

conservation. To achieve TerraCorps' vision, Members' service projects should seek to achieve **ANY** or **ALL** of the following outcomes:

1. Engagement of peoples and communities historically impacted by systemic land seizure and racially biased land-use laws that limit access to land and its environmental and health benefits;
2. Community ownership of land for the purposes of health, wellness, and environmental sustainability;
3. Secure access to land for rest, recreation, and rejuvenation;
4. Land security for communities seeking to grow local, healthy food;
5. Affordable, long-term land tenure for our next generation of farmers;
6. Vibrant local programs that maximize sustainable productive use of land to benefit the community;
7. Active community stewardship of land by the people who live there;
8. Inclusive decision-making and planning processes for community land conservation projects;
9. Community empowerment with knowledge, tools, and technical assistance to conserve land;
10. Community-wide connections between humans and their local natural landscapes.

IV. TerraCorps Performance Measures and Position Objectives: We realize that Service Sites and the communities they serve have diverse needs. At the start of each service year, TerraCorps staff will work with Members and Site Supervisors to develop customized Member service plans that achieve the performance measure metrics required as a condition of TerraCorps' AmeriCorps grant funding. Our program's *Performance Measures and Objectives* are described in the TerraCorps Handbook and can also be found [here](https://bit.ly/2QmtrNL) (https://bit.ly/2QmtrNL).

V. Role of TerraCorps as Program Administrator and AmeriCorps Grantee: TerraCorps Staff works to ensure the successful implementation of the TerraCorps program. This is done by:

- **Securing Program Funding:** TerraCorps applies for AmeriCorps funding from the Corporation for National and Community Service (CNCS) through a competitive grant application process; raises program operating funds from individuals, foundations, corporations, and alumni; and collects program administration fees from Service Sites.
- **Leading Member Recruitment, Selection, and Onboarding:** TerraCorps staff help to create Member recruitment materials, collect and review applicant submissions, manage the Member recruitment platform, screen applicants, complete Member enrollment paperwork, and organize and lead a 5-day residential orientation.
- **Program Administration:** TerraCorps staff administers the multi-state program, including fiscal and federal grant management and reporting. TerraCorps staff ensure compliance with AmeriCorps policies and keep the program on track to achieve outputs and outcomes required as a condition of the AmeriCorps grant. TerraCorps manages the payroll, health insurance, and benefits programs for Members and covers all Members under its Workers Compensation and General Liability Insurance policies.
- **Member Support and Training:** TerraCorps works with training consultants and industry experts to design and deliver professional development curriculum for Members. Staff organize and conduct seasonal retreats. Staff communicate regularly with Service Sites

and Members to support Member supervision and development. TerraCorps works with Members and Site Supervisors to craft Member Service Plans. Staff conduct monthly member check-ins and visit Members at least once at their Service Sites during the year.

- Supervisor Training and Support: TerraCorps works with Site Supervisors to provide adequate supervisor support and training, including recruitment webinars and various trainings.

VI. Responsibilities of Service Sites: Executive Directors/Presidents and Site Supervisors, please initial next to each line below before signing and returning this MOU. Signing this document signifies agreement to the following:

Program and Administrative Requirements

___ Designate the Site Supervisor(s) to guide, mentor, and support the Member(s) while in service at your organization:

_____.

___ Identify a backup Site Supervisor(s) to guide, mentor, and support the Member(s) if a designated Site Supervisor is absent:

_____.

___ Appoint a new Site Supervisor if a designated Site Supervisor leaves the Service Site for any reason or can no longer fulfill the supervisory duties. Inform TerraCorps staff as soon as possible of any Site Supervisor transition. If a Site Supervisor leaves, TerraCorps reserves the right to reevaluate the Service Site and deem whether the Member will be recalled from service at the Service Site. New Supervisors appointed after the Service Site Partner Orientation will be required to travel to the TerraCorps office to participate in a make-up Supervisor training.

___ Make reasonable accommodations for disclosed disabilities for qualified applicants and Members.

___ Provide a copy of your organization's board-adopted Non-discrimination and Sexual Harassment policies to TerraCorps and to your Member during their first two weeks of service. If your organization does not have an established policy, or is working to create/adopt one, reach out to TerraCorps staff to notify.

___ Implement organization's board-adopted Non-discrimination and Sexual Harassment policies in the event a TerraCorps Member (or TerraCorps staff on behalf of Member) requests intervention under said policies.

___ The Service Site may hire the TerraCorps Member as an employee only upon the successful completion of a Member's term of service. Members who do not complete their term of service cannot be considered for employment by their Service Site. Violation of this rule will result in forfeiture of entire administrative fee and disqualification from participation as a Service Site in subsequent years.

- ___ Promote understanding and visibility of AmeriCorps in your communities by explaining and recognizing the service of your TerraCorps Member(s) and your partnership with TerraCorps.
- ___ Comply with AmeriCorps policies regarding display of the AmeriCorps name and logo at Service Sites and use the phrase “an AmeriCorps program” to establish the relationship between TerraCorps and AmeriCorps when publicizing the program.
- ___ Comply with CNCS and state commission policies regarding acknowledgement of AmeriCorps in all TerraCorps program publicity and promotional materials.
- ___ Use and encourage other staff, board, volunteers, and general public at your Service Site to use appropriate AmeriCorps terminology (i.e. Member, not intern or volunteer; serving, not working, etc.)
- ___ To the extent feasible, share all materials created by Members during their service term freely or at the cost of reproduction.
- ___ Provide a positive and constructive workplace culture that understands and values the Members’ service to your organization and community. This includes supporting Member professional growth opportunities and dedicating time to mentorship.
- ___ Provide site-specific professional office space (i.e. not virtual or home office, not isolated from staff or volunteers) for your Member to serve. Conduct all meetings, trainings, and general service-related tasks in professional spaces (i.e. office, community locations, or field sites, etc.).
- ___ Provide all necessary equipment equal to the tasks in a Member’s position description: Computer (preferably individual), email, internet access, printer, phone, and voicemail are required to enable Members to communicate with TerraCorps staff and community contacts.
- ___ Allocate at least \$150 per Member to support them in accessing outside training and professional development opportunities throughout the year.
- ___ Keep reimbursement requests and supporting documents for three years in a secure location at Service Site. Documents must be available for TerraCorps staff for government audit purposes.
- ___ Have general liability insurance that covers Members while serving at Service Site and in the field.

Supervisory Requirements

- ___ Actively engage in the TerraCorps Member recruitment, interview, and selection process by following all TerraCorps-approved systems detailed in Section VIII herein.

- ___ Set up an onboarding plan to support Members in their first week of service at your Service Site (introduce to office, staff, volunteers, projects, relevant sites/locations, etc.)
- ___ Formally introduce Members to all Service Site staff and invite them to attend staff meetings and participate in in-house training, as appropriate.
- ___ Discuss the *Member Contract (Exhibit 2) and Program Policies* with Members at your site and establish and uphold rules and responsibilities set through this process. The *Member Contract* is signed by the Members at TerraCorps orientation. The Site Supervisor reviews and signs the *Member Contract* at the Member's start of service during Supervisor Training. The TerraCorps program director adds their signature at the Member's start of service. The signed contract is kept in each Member's TerraCorps file, with copies kept at the Service Site by the Member and their Supervisor.
- ___ Schedule and conduct weekly meetings with Member to provide guidance, assistance, information, resources, and feedback throughout the entire service term.
- ___ Release Member(s) to attend TerraCorps and AmeriCorps-sponsored meetings, trainings, and events over the course of the service term. Members will participate in up to 15 days (150 hours) of Member Development and Team Service activities (see Schedule of Team Trainings and Events in Handbook). Any service hours Members wish to spend participating in optional TerraCorps team or AmeriCorps State and National events must be approved at the discretion of Site Supervisors.
- ___ Remind Members to wear AmeriCorps and TerraCorps branded clothing and gear whenever they are actively serving. AmeriCorps policy requires all Members to wear AmeriCorps branded items, so they are identifiable to the communities they serve.
- ___ Work with the Member to produce a *Service Plan* within the first month of their service at the Service Site. The *Service Plan* outlines position goals, tasks, and timelines.
- ___ Ensure that the Member does not engage in clerical work and research unrelated to service projects outlined in the Member Service Plan, unless such activities are incidental to Member's direct service.
- ___ Ensure that the Member does not participate in grant writing or fundraising unless acknowledged by the Member as part of their service plan and it adheres to AmeriCorps policy for Member assistance with raising resources as described in Section XI herein.
- ___ Ensure Members do not engage in lobbying at any time.
- ___ Notify TerraCorps staff of any changes in Members' service descriptions, activities, or support prior to making the change.

- ___ Make every effort to replace any Member who exits service before serving 30% of their term (510 hours). Replacement Members must begin service soon enough to fulfill their full term and hour requirements with the same weekly hour expectations as full-term members (not substantially more than the standard 37 hour/week standard. All variances only by approval of TerraCorps).
- ___ Take an active role in identifying the training needs of Members and assist in providing resources and opportunities for Members to meet those training needs.
- ___ Provide Members with timely support so they can complete TerraCorps reporting responsibilities.
- ___ Complete written and signed mid-term and end-of-term program assessments and evaluations.
- ___ Participate in site visits and evaluation activities, including visits by TerraCorps staff and possible site visits from state commission and AmeriCorps officials.
- ___ Notify TerraCorps staff immediately if you become concerned about your Member's professional behavior, including unexcused absences or tardiness. TerraCorps has a process to address challenges in partnership with the Site Supervisor and Member.
- ___ Ensure Members follow policies in the TerraCorps *Member Contract* and adhere to all relevant Service Site policies. Members are accountable to these policies, and the Site Supervisor is responsible for their conveyance and compliance.
- ___ All Site Supervisors must attend TerraCorps Service Site Partner Orientation, relevant trainings, and participate in conference calls and program planning meetings as scheduled.
- ___ Review progress towards the completion of the *Service Plan* with the Member to ensure the Member meets the position objectives and performs at least 1,700 hours of service by the end of the program term.
- ___ Introduce Member to Service Site's organizational procedures. Mentor and monitor relationships between the Member, staff, and volunteers with whom they serve.
- ___ Review Member's monthly progress reports when Members complete them at the beginning of the month for the previous month's service activity.
- ___ Verify and approve Member's completed timesheets as submitted every other week in the America Learns electronic timekeeping system.
- ___ Schedule and conduct phone calls or email with TerraCorps staff as requested.

- ___ Encourage Members to register and vote in elections by allowing them time off from service as needed.

VII. AmeriCorps Requirements of Members: Read Exhibit 2: *Member Contract Template*.

VIII. Member Recruitment:

TerraCorps Member recruitment and selection systems ensure a fair and equitable process that:

- 1) Generates a diverse applicant pool and meets program needs; and
- 2) Follows a consistent application process for each applicant.

Each year, TerraCorps staff work with Service Sites to establish deadlines and strategies for Member recruitment and selection, and to ensure fair and equitable recruitment and selection processes. Specific responsibilities for TerraCorps staff include:

- Coordinate with Site Supervisors and state commissions/government agencies to write and approve position announcements and descriptions;
- Place Member service position announcements with statewide and national recruitment venues;
- Contact statewide disability organizations for help with outreach to these communities;
- Coordinate with Site Supervisors to ensure broad and timely distribution of position announcements within the communities served by Service Sites;
- Communicate with applicants, manage an applicant database, and work with reviewers to screen applications, distribute applications to Site Supervisors, and help coordinate applicant interviews;
- Ensure Service Site adherence to AmeriCorps rules for applicant screening and interviews;
- Coordinate Member selection to facilitate strong overall placements; and
- Determine when to stop recruiting new applicants.

TerraCorps will announce all Member positions for all Service Sites on its website and will support Service Sites' Member recruitment efforts with broad, general publicity.

Specific Service Site Partner Supervisor responsibilities for Member recruitment include:

- ___ Draft Member service position descriptions to fit site-specific needs and submit these descriptions and announcement texts for approval by TerraCorps staff.

- ___ Lead a robust local effort for Member recruitment and selection which includes announcing position openings on Service Site Partner's website, contacting local newspapers and community colleges, and using Service Site Partner organization's regional networks to enhance local awareness of these service opportunities.

- ___ Actively participate in timely review of Member applications and coordination of applicant interviews.

- Work with TerraCorps staff and other Service Site Partners to ensure timely Member selection.
- Directly offer Member service positions to applicants and coordinate with TerraCorps staff to initiate enrollment communications with the new Member.
- Submit required Member interview and reference notes to TerraCorps to keep on file.

IX. Member Position Description(s): Service Sites will attach position description(s) as **Exhibit 3**.

X. Prohibited Activities: Please initial below to acknowledge your understanding of Member prohibited activities.

Non-Duplication

- Members may not be used to duplicate an activity that is already available in the locality of a program. (i.e. Members’ efforts should add new activities or significantly enhance existing projects and programs.)

Employee or Volunteer Displacement

- Members may not be used in any way by Service Sites to displace an employee, volunteer, or position, including partial displacement such as reduction in hours, wages, or employment benefits.
- Service Site may not select as a Member anyone who is currently employed by this organization or who was an employee of the organization in the previous six months, unless CNCS waives this requirement upon a sufficient demonstration of non-displacement.
- Service Sites may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
- Members 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.
- Members may not be temporarily or permanently reassigned significant tasks that were not approved in the Member’s *service plan* by TerraCorps staff.

Other Prohibitions

- Members are prohibited from engaging in lobbying activities or partisan political activities while actively serving in any capacity, or in a manner that would associate their activities with the Service Sites, TerraCorps, or AmeriCorps. Members may engage in these activities only on their own time, at their own expense, and at their own initiative. Members understand that Service Sites found to be in violation of this policy risk recall of their Member and forfeiture of their administrative fees. If there is any question about whether an activity is permissible, consult with TerraCorps staff.
- Some examples of prohibited activities include, but are not limited to, the following:

- a. Attempting to influence legislation or the outcome of an election to any public office, or to aid a partisan political organization;
- b. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials;
- c. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- d. Organizing or engaging in protests, petitions, boycotts, or strikes;
- e. Assisting, promoting, or deterring union organizing;
- f. Impairing existing contracts for services or collective bargaining agreements;
- g. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; engaging in any form of religious proselytization;
- h. Providing abortion services or referrals for receipt of such services; and
- i. Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, a religious organization, or a nonprofit that engages in lobbying.

___ In addition, Members may not engage in the above prohibited activities indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of these activities.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

XI. Member Assistance with Fundraising

In addition to the prohibited activities stated above, AmeriCorps has strict rules regarding Members raising financial resources.

- ___ Members may not:
- a. Spend more than 10% of their service hours (170 hours for 1700-hour Members) on fundraising activities.
 - b. Raise funds for any of the following purposes:
 - to pay for the Service Site Administrative Fee,

- to fund their own living allowance,
- to support the Service Site's general operating expenses or endowment,
- to apply for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service (CNCS), or
- to apply for funding provided by any other federal agencies

___ Members may raise resources directly in support of their program's service activities. Some examples of fundraising activities Members may perform include, but are not limited to, the following:

- Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- Securing supplies and equipment from the community to enable volunteers to conduct stewardship projects on conserved land;
- Securing financial resources from the community or a state agency to assist in supporting the costs of a conservation project;
- Seeking donations from alumni of the program for specific service projects being performed by current Members

XII. TerraCorps Policy on Supplemental Benefits: Accommodations

AmeriCorps programs funded by a federal grant, such as TerraCorps, must offer their Service Members benefits uniformly. As sub-grantees of an AmeriCorps program, Service Sites must also comply with this requirement in order to maintain uniformity across the entire TerraCorps program. Service Sites may connect Members to accommodation options through their organization and social networks; however, Service Sites may not directly provide free accommodations to Members, as that is not a benefit that all Service Sites can offer.

XIII. Service Site Financial Requirements

TerraCorps, as the recipient of AmeriCorps funding from CNCS, is responsible for all financial accounting and reporting for the program, in keeping with federal requirements. As outlined below, the administrative fee that Service Sites pay to TerraCorps, and some other expenses Service Sites may incur directly related to Member service, are reported to TerraCorps and allocated as matching funds to meet a percentage of the federal requirement. Expense expectations for Service Sites are summarized in **Exhibit 1**.

___ Service Site Administrative fee: Service sites will be assessed an administrative fee based on organizational budget for each 1700-hour Member position that has been awarded by TerraCorps. If two Service Sites share a Member each Service Site will be invoiced a proportional share of the total administrative fee as pre-determined by the collaborating Service Sites.

___ Sites also contribute other funds to support their Member during service. Service Site Expenses are specific to each Service Site. This includes staff time (estimate ~8% FTE) and travel expenses committed to supervising a Service Site's Members, plus the cost of training, travel, supplies, and equipment that Members use to carry out their service activities for the Service Site. The only expenses that Service Sites must report to

TerraCorps are the ones for which they are requesting reimbursement, such as Member travel expenses related to all-corps activities, and the Member training match.

- ___ Invoicing: TerraCorps will invoice each Service Site for the administrative fee. The administrative fee this program year is determined on a sliding scale based on the Service Site's operating budget and ranges from \$7,500-\$11,010 per Member.
- ___ For Service Sites selected into the Program, a single \$500.00 advanced deposit is required to secure your awarded Member positions. Advanced deposits must be postmarked no later than two weeks from the date of your acceptance e-mail or the Member positions may be awarded to waitlisted organizations. Advanced deposits will be credited towards Member admin fees. If a valid effort is put in to fill Member positions, but you are not successful by the start of the program year, the deposit will be fully reimbursed. Advanced deposits will be forfeited in the event a Service Site fails to fill its Member position(s) because it did not sufficiently participate in Member recruitment and interview processes as determined at the sole discretion of TerraCorps.
- ___ Service Site Administrative Fees are due by Friday, July 31st. For all payments, TerraCorps offers a 15-day grace period following payment due dates. If payment is received more than 15 days after the set payment due date, outstanding balance is subject to a 1.5% late payment fee for each 30-day period thereafter.
- ___ If a Member leaves the program and is not replaced, the Service Site Partner will be responsible for half of their remaining Service Site Administrative fee liability for that Member for the year. This compromise splits the financial burden between the Service Site Partner losing a Member and TerraCorps, which still has costs to run the program even when a Member leaves. (See Section VI: Responsibilities of TerraCorps Service Site Partners about replacing a Member.)
- ___ Should a Service Site Partner's good faith efforts fall short in raising funds needed to cover its share of Administrative Match or in raising funds needed to support its Service Site Expenses, Service Site Partners will seek equitable ways to cover these unmet costs prior to TerraCorps removing the Member from the Service Site. Organizations that have outstanding fees from prior years will be ineligible to host Members until all outstanding amounts are paid.
- ___ Service Site's Board of Directors is committed to providing funds to cover Service Site's administrative fees and other direct service-related costs.

Violation of any of the above terms can result in cancellation of this MOU, recall of Members, and forfeiture of administrative fees at the sole discretion of TerraCorps. In such cases, partners will receive written cancellation notification from TerraCorps staff. Partners will not be reimbursed for any costs if Member on site is removed due to violation of above terms.

I have read the MOU and agree to follow the established guidelines and perform the established tasks.

Sign below and write in full names, titles, and organization name agreeing to this MOU.

_____ Name: Executive Director/President	_____ Date
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_____ Name: Site Supervisor	_____ Date
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_____ Name: Site Supervisor	_____ Date
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_____ Name: Site Supervisor	_____ Date
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_____ Name: Site Supervisor	_____ Date
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_____ David Graham Wolf TerraCorps President & CEO, as Grantee	_____ Date
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_____ Hanna Mogensen TerraCorps Chief Program Officer	_____ Date
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Thank you!



Exhibit 1: Itemized Service Site Expense Estimations (in addition to Sliding Scale Admin Fee)

This Service Site Expense budget is based on expenses per Member Service Year (MSY).
MSY = 1 Member serving full-time (1,700 hours)

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**Cash Outlay for Service Site Partner Expenses:**

1. Materials for Member activities: \$350 per MSY
2. Continuing Service Site Partners: GIS Software upgrade for positions as needed = \$200 per MSY
3. For New Service Site Partners (potential acquisitions as needed to equip Members):
  - Computer and other equipment needed for Member to carry out responsibilities
  - \$200 per Member for software updates.
  - (Note: Discounted computers and software are available through Tech Soup.)
4. Member Travel for service activities: 165 miles average per month X 11 months = 1,815 miles per Member X \$0.575 per mile = \$1,044 per MSY
5. Staff Travel to Service Site Partner Supervisor Training and other TerraCorps functions: \$84 per Supervisor
6. External training for Member development: \$150 per Member (TerraCorps will reimburse up to \$150 spent on a Member's training beyond the first \$150.)

**Estimated Service Site Partner Expenses: \$1,544+** (depending on computer and software needs)  
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Exhibit 2: *Member Contract Template*

After reviewing the contract with your Member, co-sign the Member contract, give a copy to your Member, file the original with this MOU, and either mail or email a good quality scan to:

admin@terracorps.org

Hanna Mogensen
TerraCorps
116 John St, STE 405
Lowell, MA 01852

Exhibit 3: *Member Position Description(s)*