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Description of document: Selective Service System (SSS) memoranda of Understanding and policies and procedures related to Alternative Service Workers (ASWs) and Conscientious Objectors, 2009 *

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Source of document: Freedom of Information Act Request
Selective Service System
Public and Intergovernmental Affairs
Arlington, VA 22209-2425

Note: * Some records undated

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From: Information
Date: Oct 29, 2013 4:08:47 PM
Subject: FOIA Request

This is in response to your Freedom of Information request dated October 11, 2013, and received in this office on October 21, 2013, seeking a digital/electronic copy of the current MODEL Memorandum of Understanding with potential employers with which the Alternative Service Workers can be placed in the Alternative Service Program; digital/electronic copy of the policies and procedures to support and engage potential employers to which ASW can be assigned during a national emergency; and a copy of the database of employment opportunities for Conscientious Objectors, maintained by the SSS. Copies of the requested information are attached.

Thank you for your inquiry.

Betty Lou
FOIA Officer
Public & Intergovernmental Affairs
Selective Service System

MEMORANDA OF UNDERSTANDING
Alternative Service

DATE	NUMBER	AGENCY/SUBJECT/(SIGNATORIES)
2/1983	MOU/AS 001	<u>Department of Housing and Urban Development (HUD)</u> Ensuring timely and maximum interagency utilization of available resources to carry out the efficient and effective placement of Conscientious Objectors in position of Alternative Service in the event of conscription. (Turnage/Pierce)
2/1983	IA/AS 002	<u>United States Department of Agriculture (USDA)</u> Ensuring timely and maximum interagency utilization of available resources to carry out the efficient and effective placement of Conscientious Objectors in position of Alternative Service in the event of conscription (Turnage/Peterson)
8/1983	MOU/AS 002	<u>Woodcrest Service Committee, Inc.</u> Placement of Conscientious Objectors with the WSC in the event of a reinstatement of the draft. (Turnage/Hinde)
1/1985	IA/AS 004	<u>Department of the Interior (DOI)</u> Alternative Service work for Conscientious Objectors at the Department of Interior. (Turnage/Clerk)
10/1983	MOU/AS 005	<u>United Church Board for Homeland Ministries</u> Placement of Conscientious Objectors in appropriate service activities by the Board will meet the legal obligation of the Director of Selective Service to place such ASW's while providing manpower for assistance in meeting the Board's needs such as those in youth homes; homes for the aged; hospitals; group homes and sheltered workshops for retarded persons; community centers; etc. (Turnage/Ex. Vice President)
7/2010	MOU/AS 006	<u>The Church of The Brethren, INC</u> To place conscientious objectors assigned to alternative service work with the Church of the Brethren and BVS in the event of a reinstatement of the draft. (Romo/Noffsinger)
7/2010	MOU/AS 007	<u>Christian Aid Ministries</u> To place conscientious objectors assigned to alternative service work with Conservative Anabaptist Service Program (CASP) in the event of a reinstatement of the draft. (Romo/Weaver)
2/2011	MOU/AS 008	<u>The Methuselah Foundation</u> To place conscientious objectors assigned to alternative service work with the Foundation in the event of a reinstatement of the draft. (Romo/Gobel)

MEMORANDA OF UNDERSTANDING
Alternative Service

DATE NUMBER AGENCY/SUBJECT/(SIGNATORIES)

6/2012	MOU/AS 009	<u>Church of GOD in Christ, Mennonite</u> To place conscientious objectors assigned to alternative service work with CPM in the event of a reinstatement of the draft. (Romo/Dycke/Koehn. Bates)
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THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410

10-1-68 13

Memorandum of Understanding
Between
The Selective Service System
and
The Department of Housing and Urban Development

I. PURPOSE

This Memorandum of Understanding has been entered into by the Department of Housing and Urban Development and the Selective Service System for the purpose of ensuring timely and maximum interagency utilization of available resources to carry out the efficient and effective placement of conscientious objectors in positions of Alternative Service in the event of conscription.

II. AUTHORITY

This Memorandum of Understanding is implemented pursuant to the Military Selective Service Act Section 6(j).

III. ALTERNATIVE SERVICE REGULATIONS

The Alternative Service regulations are incorporated into this agreement by reference.

IV. FUNCTIONAL PROGRAM OFFICES

The following program offices of the Selective Service System and the Department of Housing and Urban Development are hereby designated as the offices to carry out the functional planning, organizing and control necessary to accomplish the responsibilities of this Memorandum of Understanding.

A. Selective Service System

1. Assistant Director for Alternative Service

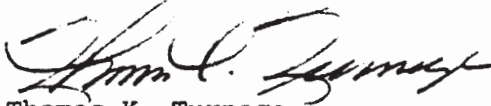
B. Department of Housing and Urban Development

1. Office of Housing
2. Office of Community Planning and Development
3. Office of Administration

V. RESPONSIBILITIES

- A. Selective Service System administers the Alternative Service Program for Conscientious Objectors and provides HUD with relevant information in regard to the program.
- B. Department of Housing and Urban Development upon signing this agreement will inform the recipient local agencies of the existence of this agreement and will encourage them to cooperate with Selective Service officials in identifying positions for Alternative Service Workers and in the placement of Alternative Service Workers should the draft be reinstituted sometime in the future. The Department of Housing and Urban Development upon signing this agreement will give the names and addresses of its recipient grantees to the Selective Service System so that the Selective Service System will be able to immediately advise its officials around the country of the contacts they should make in attempting to place conscientious objectors with Department of Housing and Urban Development grantees.

Samuel R. Pierce, Jr.
Secretary
Department of Housing
and Urban Development
February 7, 1983


Thomas K. Turnage
Director
Selective Service
System
February 14, 1983



Selective Service System

National Headquarters / Washington, D.C. 20435


PLANNING	
DATE:	
	ASSOC. DIR.
	ANALYSIS
	PLANS
	PROGRAMS
	TRAINING
	DIR/DEPDIR
	RECORDS
	CHRON FILE

Honorable Samuel R. Pierce, Jr.
 Secretary
 Department of Housing and Urban Development ✓
 Washington, D.C. 20410

Dear Mr. Secretary:

I enclose an original signed copy of our Memorandum of Understanding that is designed to facilitate the placement of Conscientious Objectors in Alternative Service assignments.

Your cooperation in executing this agreement is very much appreciated. Should there ever be a return of the draft, I am sure that a number of Alternative Service Workers would find placement with municipal agencies as a result of this agreement.

Sincerely,

 Thomas K. Turnage
 Director

Enclosure

2-10-83

Master Interagency Agreement
between
Selective Service System
and
The USDA - Forest Service

This master agreement, made and entered into by and between Selective Service System, hereinafter referred to as the Selective Service, and the U.S. Department of Agriculture, Forest Service, under the provisions of Public Law 94-148 and 32 CFR Parts 1656 through 1660 as appropriate.

Witnesseth:

Whereas, the Selective Service has the responsibility to find civilian work for Alternative Service Workers (ASW) who are required to perform alternative service;

Whereas, the Forest Service has the responsibility for administration of the lands in the National Forest System, and other lands administered by the Forest Service;

Whereas, the Forest Service recognizes the advantages of using the services provided by ASW's in the administration of these lands; and,

Whereas, it is mutually advantageous to the parties herein to have the ASW's perform needed conservation work and fulfill their alternative service obligation.

Now, therefore, in consideration of the above premises, the parties hereto agree as follows:

A. The Selective Service Agrees to:

1. assign ASW's who have been found to be morally, physically, and mentally fit for induction for periods agreed to by the Alternative Service and the Forest Service field offices to engage in work as planned and developed by the above parties;

2. pay the ASW's costs of transportation and other related costs from the ASW's place of residence to that person's assignment with the Forest Service and that person's return trip after completion or termination of the assignment; and,

3. handle all administrative matters related to resolving problems, complaints, and grievances of the ASW's other than those related to wages, hours, and working conditions.

B. The Forest Service Agrees to:

1. accept ASW's as furnished by the Selective Service as needed by the Forest Service field offices;
2. pay minimum wage, in accordance with section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, to each ASW. This includes providing the payrolling service in accordance with Forest Service procedures. Also, if lodging and subsistence are provided to an ASW when that person is not in Federal travel status, these costs shall be deducted from the ASW's paycheck; and,
3. the designation of ASW's as non-Federal employees except for the purpose of injury, compensation, and tort claims. This applies only when under Forest Service supervision.

C. It is Mutually Agreed that:

1. the Selective Service will not assign and the Forest Service will not accept ASW's until execution of individual agreements between the Selective Service and Forest Service field offices. These agreements shall supplement this agreement by addressing the specifics of the assignments such as the number of ASWs involved and a description of their work. They will also address the funding arrangements, which are negotiable, by the field offices.
2. ASW's assigned to Forest Service field units will neither replace employees nor impair existing contracts;

3. Forest Service will return ASWs who do not perform satisfactorily, to the Selective Service for their reassignment.

4. nothing herein shall be construed as obligating the Forest Service to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work;

5. no member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit; and,

6. either party hereto shall have the right to terminate this agreement by giving 60 days notice in writing to the other. Unless so terminated, it shall remain in force indefinitely. In Witness, Whereof, the parties hereto have executed this agreement as of the last date written below:

The Selective Service

The Forest Service

By: *[Signature]*

By: *[Signature]*

Title: *Asst. Dir. Selective Service System*

Title: *Chief, Forest Service*

Date: *2/10/83*

Date: *2/10/83*

**MEMO OF UNDERSTANDING
BETWEEN
THE SELECTIVE SERVICE SYSTEM
AND THE WOODCREST SERVICE COMMITTEE, INC.**

I. PURPOSE

This Memorandum of Understanding is a provisional agreement between the Selective Service System (SSS) and the Woodcrest Service Committee, Inc. (WSC) to place Conscientious Objectors with the WSC in the event of a reinstatement of the draft. Placement of Conscientious Objectors in appropriate service activities with WSC will meet the legal obligation of the Director of Selective Service to place such Alternative Service Workers while providing manpower to WSC for assistance in meeting its needs in conservation, education, relief, rehabilitation and housing for needy people, caring for the aged, sick or infirmed and other services performed by WSC.

II. RESPONSIBILITIES

A. Selective Service System

SSS will administer the Alternative Service Program in accordance with the Military Selective Service Act and its Alternative Service regulations. It is understood by both parties that this agreement is subject to the terms of the Alternative Service regulations.

SSS will:

- o assign CO's to WSC for appropriate employment;
- o provide transportation when necessary for all CO's from their residences to their places of employment and return home upon completion of service;
- o designate at least one SSS officer for liaison duties in coordination with WSC;
- o reimburse WSC upon receipt of authorized invoices for expenses incurred in accordance with funding provisions of this agreement;
- o reassign promptly any Alternative Service workers who fail to serve in accordance with this agreement.

B. Woodcrest Service Committee, Inc.

WSC, a religious and charitable organization incorporated in 1956 in the State of New York as a non-profit organization, will place in its civilian service program Conscientious Objectors regardless of race, color or creed who voluntarily agree to serve under the conditions laid down by WSC for participation in such programs.

WSC will:

- o fix a ceiling on the number of Conscientious Objectors that it will accept;
- o require all Alternative Service Workers serving in its work programs to abide by standards of behavior and conditions of service common to Hutterian communities;

- o reserve the right to report to Selective Service any COs who fail to work to the best of their ability;
- o report to the SSS the names of any Alternative Service Workers who fail to serve in accordance with this agreement;
- o direct Alternative Service Workers assigned to WSC to work that is mutually agreed upon by WSC and SSS.

In the event that Federal funding is allocated by Congress for stipends or other payments for persons performing Alternative Service, WSC may require reimbursement in accord with law for food, lodging and other expenditures caused by the Alternative Service Program. Should WSC elect to waive receipt of these Federal funds in whole or in part, WSC may continue to operate an Alternative Service Program if it provides Alternative Service Workers the same standard of living as other inhabitants of the Hutterian community.

The activities specified in this agreement may be carried out at the WSC sites in Rifton, NY, Norfolk, CT, Farmington, PA, Ipswich, SD and any other WSC sites that may be subsequently agreed to by the Selective Service System.

III. TERMINATION OF AGREEMENT

This agreement may be terminated at any time by SSS in accordance with law and regulations and by WSC on a 90-day notice for cause. This provisional agreement is entered between the Selective Service System and the Woodcrest Service Committee, Inc.


For the Selective Service System

31 Aug 83
Date


For the Woodcrest Service Committee

July 25, 1983
Date



Selective Service System

National Headquarters / Washington, D.C. 20435

MOU/AS 003

August 31, 1983

Mr. John V. Hinde
Vice-President
Woodcrest Service Committee
Norfolk, CT 06058

Dear Mr. Hinde,

I am pleased to return a copy of our Memorandum of Understanding signed by the Director of Selective Service.

I have enjoyed our discussions of Alternative Service and hope the signing of this agreement will not end them. We shall keep you informed from time to time as our planning for Alternative Service progresses. Should you be in the Washington area, I hope you will come by for a talk.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. Eberly".

Donald J. Eberly
Alternative Service
Program Officer

F: 8889.4.2
11/11/16

INTERAGENCY AGREEMENT
BETWEEN THE
SELECTIVE SERVICE SYSTEM
AND THE
DEPARTMENT OF THE INTERIOR

This agreement, made and entered into by and between Selective Service System, hereinafter referred to as the Selective Service, and the U.S. Department of the Interior, under the provisions of 50 U.S.C. Appendix § 456(j); 32 CFR Part 1656 as appropriate.

Witnesseth:

Whereas, the Selective Service has the responsibility to find civilian work for Alternative Service Workers (ASW) who are required to perform alternative service;

Whereas, the Department of the Interior has the responsibility for conservation of natural resources;

Whereas, the Department of the Interior recognizes the advantages of using the service provided by ASW's in the conservation of natural resources; and,

Whereas, it is mutually advantageous to the parties herein to have the ASW's perform needed conservation work and fulfill their alternative service obligation.

Now, therefore, in consideration of the above premises, the parties hereto agree as follows:

A. The Selective Service Agrees to:

1. assign on a job matching basis, morally, physically, and mentally acceptable ASW's for periods agreed to by the Alternative Service offices and the Department of the Interior field offices to engage in work as planned and developed by the above parties;

2. pay the ASW's costs of transportation and other related costs from the ASW's place of residence to that person's assignment with the Department of the Interior and that person's return trip after completion or termination of the assignment; and,
3. handle all administrative matters related to resolving problems, complaints, and grievances of the ASW's other than those related to wages, hours, and working conditions.

B. Department of the Interior Agrees to:

1. accept ASW's as furnished by the Alternative Service offices of the Selective Service as needed by the Department of the Interior field offices;
2. provide work assignments which will be at a level reasonably commensurate with that of an entry level inductee and establish wages, hours, and working conditions similar to like positions in the Department. This includes providing payroll services in accordance with established procedures.
3. provide a centralized contact point for Alternative Service programs for the Department of the Interior with the Director, Office of Youth Programs.

C. It is Mutually Agreed that:

1. this agreement will go into force only in the event persons are ordered to perform Alternative Service;
2. this agreement will be conditional on obtaining the extra FTE allocation from the Office of Management and Budget (OMB), and on obtaining sufficient funding for this program.
3. the Selective Service will not assign and the Department of the Interior will not accept ASW's until execution of individual agreements between the Alternative Service offices of the Selective Service and Department of the Interior field offices. The agreements also will describe the wages, hours and working conditions of the ASW's.

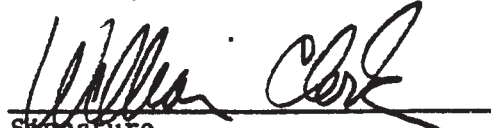
4. the ASW's assigned to the Department of the Interior field units will neither replace employees nor impair existing contracts;
5. the Department of the Interior will return ASW's who do not perform satisfactorily to the Selective Service for their reassignment;
6. nothing herein shall be construed as obligating the Department of the Interior to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of the appropriations authorized by law and administratively allocated for this work;
7. no member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit; and,
8. either party hereto shall have the right to terminate this agreement by giving 60 days notice in writing to the other. Unless so terminated, it shall remain in force indefinitely. In Witness, whereof, the parties hereto have executed this agreement as of the last date written below.

The Selective Service System

The Department of the Interior



 Signature



 Signature

Title: DIRECTOR
 Selective Service System

Title: SECRETARY
 U.S. Department of the
 Interior

Date: _____

Date: JAN 20 1985

Annex

The central contact for all Alternative Service programs within the Department of the Interior will be with the Director, Office of Youth Programs.

The units of the Department of the Interior that could participate in this agreement are as follows:

Office of Youth Programs
National Park Service
Bureau of Land Management
Bureau of Reclamation
Bureau of Indian Affairs
Fish and Wildlife Service
Office of Territorial and International Affairs
Office of Surface Mining
U.S. Geological Survey

The Region offices of Selective Service are as follows:

Region I
Philadelphia, PA 19185
8-597-5149

Region II
805 Walker St.
Marietta, GA 30060
8-404-429-6602

Region III
Great Lakes, IL 60088
8-886-2632

Region IV
Dallas, TX 75387
8-729-7296

Region V
Building 7, Treasure Island
San Francisco, CA 94130
8-556-3411

Region VI
FAMC, Building T-637
Aurora, CO 80045
8-337-8155

**Memorandum of Understanding
Between
The Selective Service System
and
The United Church Board for Homeland Ministries**

I. PURPOSE

This Memorandum of Understanding is a provisional agreement between the Selective Service System and the United Church Board for Homeland Ministries (Board) to place Conscientious Objectors by the Board in the event of a reinstatement of the draft. Placement of Conscientious Objectors in appropriate service activities by the Board will meet the legal obligation of the Director of Selective Service to place such Alternative Service Workers (ASWs), while providing manpower for assistance in meeting the Board's needs such as those in youth homes; homes for the aged; hospitals; group homes and sheltered workshops for retarded persons; community centers; settlement houses; community organizing projects; and housing rehabilitation and construction.

II. RESPONSIBILITIES

A. Selective Service System

Selective Service will administer the Alternative Service Program in accordance with the Military Selective Service Act and the Alternative Service regulations which are incorporated into this agreement by reference. The regulations cover such topics as Alternative Service assignments, transfers, medical coverage, leave, and in all cases govern the responsibilities of Selective Service.

Selective Service will:

- refer to the Board, Alternative Service Workers for interview and possible selection for employment;
- request the Board to provide reports and information as needed;
- provide transportation when necessary for ASWs from their residences to their places of employment and return home upon completion of service;
- monitor the performance of the employer and ASWs as required by regulation.
- provide ASWs actual and reasonable expenses for emergency medical care, including burial expenses, as prescribed in the regulations.

B. United Church Board for Homeland Ministries

The Board, a religious and charitable organization incorporated in 1937 in New York State as a nonprofit organization, will place in its Volunteer Service Program Conscientious Objectors regardless of race, color or creed who voluntarily agree to serve under the conditions laid down by the Board for participation in such programs.

The Board will:

- require all Alternative Service Workers serving in its work programs to abide by standards of behavior and conditions of service common to participants in its Volunteer Service Program;
- direct ASWs assigned by the Board to work that is mutually agreed upon by the Board and Selective Service;

- arrange for ASWs who are placed by the Board compensation and other conditions of employment equal to those afforded other volunteers performing comparable duties;
- submit reports and other information as requested by the Selective Service System.

III. TERMINATION OF AGREEMENT

This agreement may be terminated at any time by Selective Service system in accordance with law and regulations, and by the Board on a 90 day notice for cause. This provisional agreement is entered into on this 10th day of November 1983 by and between the Selective Service System and the United Church Board for Homeland Ministries.



Executive Vice-President

For the Board



For the Selective Service System

Oct. 18, 1983

Date

10 / 11 / 83

Date

HOWARD E. SPRAGG, EXECUTIVE VICE PRESIDENT

DIVISION OF CHRISTIAN EDUCATION
EL O. ALSTON, GENERAL SECRETARY

CARL A. BADE, SECRETARY
VOLUNTARY SERVICE
132 WEST 31 STREET, NEW YORK, N.Y. 10001
TELEPHONE (212) 239-8700

F 589.4.2
UNITED
CHURCH
BOARD
FOR HOMELAND
MINISTRIES

October 19, 1983

Mr. Donald J. Eberly
Alternative Service Program Officer
Selective Service System
National Headquarters
Washington, D.C. 20435

Dear Mr. Eberly:

Please find enclosed the signed Memorandum of Understanding Between The Selective Service System and The United Church Board for Homeland Ministries. I will expect a signed copy in return, as per your letter of July 22, 1983.

It is my understanding that this agreement will be valid for the indefinite future, unless one or the other party takes action to terminate it.

Sincerely,

Carl A. Bade

Carl A. Bade
Secretary for Voluntary
Service

CAB:rk
enc.

CC: Howard Spragg
Perceal Alston
Lee Moore

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SELECTIVE SERVICE SYSTEM
AND
THE CHURCH OF THE BRETHREN, INC.**

I. **PURPOSE**

This Memorandum of Understanding is a provisional agreement between the Selective Service System and the Church of the Brethren, Inc., and its volunteer service program, Brethren Volunteer Service (BVS), to place conscientious objectors assigned to alternative service work with the Church of the Brethren and BVS in the event of a reinstatement of the draft. Placement of Alternative Service Workers (ASWs) in appropriate service activities with the Church of the Brethren/BVS will meet the legal obligation of the Director of Selective Service, in any return to conscription, to place ASWs in work that benefits the Nation's health, safety, and interests.

II. **RESPONSIBILITIES**

A. **Selective Service System (SSS)**

SSS will administer the Alternative Service Program in accordance with the Military Selective Service Act and its Alternative Service regulations. It is understood by both parties that this agreement is subject to the terms of SSS Alternative Service regulations (32 CFR Part 1656).

SSS will:

- Assign ASWs for appropriate employment with the Church of the Brethren/BVS;
- Provide transportation when necessary for all ASWs from their residence to their places of employment and return upon completion of their terms of service;
- Designate at least one SSS officer for liaison duties in coordination with the Church of the Brethren/BVS;
- Provide for emergency medical care only;
- Reimburse the Church of the Brethren/BVS upon receipt of authorized invoices for expenses incurred in accordance with funding provisions of this agreement;
- Reassign promptly any ASW who fails to serve in accordance with this agreement; and
- Comply with the employment agreement negotiated with the Church of the Brethren and BVS.

B. **The Church of the Brethren, Inc.**

The Church of the Brethren, Inc., a religious organization, through its volunteer service program, BVS, will place any ASWs into its civilian service program without regard to race, color or creed who voluntarily agrees to serve under non-discriminatory conditions established by the Church of the Brethren/BVS for participation in such programs.

The Church of the Brethren/BVS will:

- Comply with Title 32, Section 1656.7, of the Code of Federal Regulations (Employer Responsibilities), which requires all ASW employers to:
 - Comply with the employment agreement negotiated with Selective Service;
 - Provide a clear statement of duties, responsibilities, compensation, and employee benefits to the ASW;
 - Provide full-time service opportunities for ASWs;
 - Assure that wages, hours, and working conditions of ASWs conform to applicable Federal, state, and local laws;
 - Provide adequate supervision of ASWs in their employ; and
 - Provide nondiscriminatory treatment of ASWs in their employ.
- Direct ASWs assigned to the Church of the Brethren/BVS to work that is mutually agreed upon by the Church of the Brethren and SSS;
- Reserve the right to prescribe reasonable standards of ASW conduct to prohibit offensive, immoral, or disruptive behavior (Standards to be specified in the Employment Agreement); and
- Report to SSS the name of any ASW who fails to serve in accordance with this or other agreements.

In the event that Congress authorizes and provides funding for Selective Service System stipends or other payments for persons performing Alternative Service, the Church of the Brethren may require reimbursement in accordance with law for food, lodging, and other expenditures incident to the Alternative Service Program. Should the Church of the Brethren elect to waive receipt of these Federal funds in whole or in part, the Church of the Brethren may continue to operate an Alternative Service Program if it provides ASWs the same standard of living as other participants in Church of the Brethren volunteer service programs such as BVS. The activities specified in this agreement may be carried out at mutually agreed upon Church of the Brethren/BVS sites.

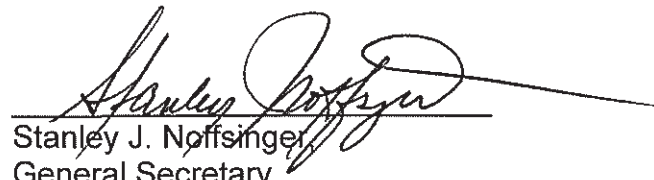
III. **TERMINATION OF AGREEMENT**

This agreement may be terminated at any time by SSS in accordance with law and regulations and by the Church of the Brethren on a 90-day notice for cause. This provisional agreement will be reviewed every 36 months for acceptance by both parties; modifications may be accepted at any time by mutual agreement. This provisional agreement is entered between the Selective Service System and the Church of the Brethren, Inc.



Lawrence G. Romo,
Director
Selective Service System

7-1-10
Date



Stanley J. Noffsinger,
General Secretary
Church of the Brethren, Inc.

25 June 2010
Date

**MEMORANDUM OF UNDESTANDING
BETWEEN
THE SELECTIVE SERVICE SYSTEM
AND CHRISTIAN AID MINISTRIES**

I. PURPOSE

This Memorandum of Understanding is a provisional agreement between the Selective Service System and Christian Aid Ministries (CAM), as agent for the Conservative Anabaptist Service Program (CASP) to place conscientious objectors assigned to alternative service work with CASP in the event of a reinstatement of the draft. Placement of Alternative Service Workers (ASWs) in appropriate service activities with CASP will meet the legal obligation of the Director of Selective Service to place such Alternative Service Workers in work that benefits the Nation's health, safety, and interests.

II. RESPONSIBILITES

A. Selective Service System (SSS)

SSS will administer the Alternative Service Program in accordance with the Military Selective Service Act and its Alternative Service Regulations. It is understood by both parties that this agreement is subject to the terms of SSS Alternative Service regulations (32 CFR Part 1656).

SSS will:

- Assign ASWs for appropriate employment with CASP;
- Provide transportation when necessary for all ASWs from their residence to their places of employment and return upon completion of their terms of service;
- Designate at least one SSS officer for liaison duties in coordination with CASP;
- Provide for emergency medical care only;
- Reimburse CASP upon receipt of authorized invoices for expenses incurred in accordance with funding provisions of this agreement;
- Reassign promptly any ASW who fails to serve in accordance with this agreement; and
- Comply with the employment agreement negotiated with Conservative Anabaptist Service Program.

B. Conservative Anabaptist Service Program

CASP, a program of Christian Aid Ministries, which is a religious and charitable organization, will place those ASWs into its civilian service program without

regard to race, color or creed who voluntarily agree to serve under non-discriminatory conditions established by CASP for participation in such programs.

CASP will:

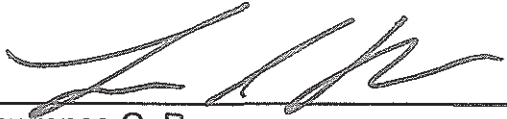
- Comply with applicable passages of Title 32, Section 1656.7, of the Code of Federal Regulations (Employer Responsibilities), which requires all ASW employers to:
 - Comply with the employment agreement negotiated with Selective Service;
 - Provide a clear statement of duties, responsibilities, compensation and employee benefits to the ASW;
 - Provide full-time employment for ASWs;
 - Assure that wages, hours and working conditions of ASWs conform with applicable Federal, state, and local laws;
 - Provide adequate supervision of ASWs in their employ; and
 - Provide nondiscriminatory treatment of ASWs in their employ.
- Fix a ceiling on the number of ASWs it will accept;
- Direct ASWs assigned to CASP to work that is mutually agreed upon by CASP and SSS;
- Reserve the right to prescribe reasonable standards of ASW conduct to prohibit offensive, immoral, or disruptive behavior (Standards to be specified in the Employment Agreement.); and
- Report to SSS the name of any ASW who fails to serve in accordance with this or other agreements.

In the event that Federal funding is allocated by Congress for stipends or other payments for persons performing Alternative Service, CASP may require reimbursement in accordance with law for food, lodging and other expenditures incident to the Alternative Service Program. Should CASP elect to waive receipt of these Federal funds in whole or in part, CASP may continue to operate an Alternative Service Program if it provides Alternative Service Workers the same standard of living as other participants in the CASP program. The activities specified in this agreement may be carried out at mutually agreed upon CASP sites.

III. TERMINATION OF AGREEMENT

This agreement may be terminated at any time by SSS in accordance with law and regulations and by CASP on a 90-day notice for cause. This provisional agreement will be reviewed every 36 months from acceptance by both parties; modifications may be accepted at any time by mutual agreement. This

provisional agreement is entered between the Selective Service System and Conservative Anabaptist Service Program.



Lawrence G. Romo
Director, Selective Service System

7-1-10

Date



Paul Weaver
Assistant Director, Christian Aid Ministries
Conservative Anabaptist Service Program (CASP)

7-22-10

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SELECTIVE SERVICE SYSTEM
AND THE METHUSELAH FOUNDATION**

I. PURPOSE

This Memorandum of Understanding is a provisional agreement between the Selective Service System and the Methuselah Foundation, hereinafter known as the Foundation, to place conscientious objectors assigned to alternative service work in the event of a reinstatement of the draft. Placement of Alternative Service Workers (ASWs) in appropriate service activities with the Foundation will meet the legal obligation of the Director of Selective Service to place such Alternative Service Workers in work that benefits the Nation's health, safety, and other approved interests.

II. RESPONSIBILITIES

A. Selective Service System (SSS)

SSS will administer the Alternative Service Program in accordance with the Military Selective Service Act and its Alternative Service Regulations. It is understood by both parties that this agreement is subject to the terms of SSS Alternative Service regulations (32 CFR Part 1656).

SSS will:

- Assign ASWs for appropriate engagements with the Foundation;
- Provide transportation when necessary and mutually agreed for all ASWs from their residence to their places of employment and return upon completion of their terms of service;
- Designate at least one SSS point of contact for liaison duties in coordination with the Foundation;
- Provide for reimbursable emergency medical care only;
- Reimburse the Foundation upon receipt of authorized invoices for expenses incurred in accordance with funding provisions of this agreement;

- Reassign promptly any ASW who fails to serve in accordance with this agreement.

B. The Methuselah Foundation

The Methuselah Foundation a 501c3 charitable organization in good standing with the IRS. The Foundation will place those ASWs into its civilian service program without regard to race, color, or creed who voluntarily agree to serve under the non-discriminatory conditions established by the Foundation for participation in such programs.

The Foundation will:

- Comply with applicable passages of Title 32, Section 1656.7, of the Code of Federal Regulations (Employer Responsibilities), which requires all ASW employers to:
 - Comply with the service engagement agreement with Selective Service;
 - Provide a clear statement of duties, responsibilities, compensation and benefits if any to the ASW;
 - Provide full-time engagement for ASWs;
 - Assure that wages (if any), hours and working conditions of ASWs conform with applicable Federal, state and local laws;
 - Provide adequate supervision of ASWs in their engagement; and
 - Provide nondiscriminatory treatment of ASWs in their engagement.
- Fix a ceiling on the number of ASWs it will accept;
- Direct Alternative Service Workers assigned to the Foundation to service that is mutually agreed upon by WDS and SSS;
- Reserve the right to prescribe reasonable standards of ASW (employee) conduct to prohibit offensive, immoral, or disruptive behavior as defined by the Foundation Statement of Employee and Volunteer Conduct; and
- Report to SSS the name of any Alternative Service Worker who fails to serve in accordance with this or other agreements.

In the event that Federal funding is allocated by Congress for stipends or other payments for persons performing Alternative Service, the Foundation may require reimbursement in accordance with law for food, lodging and other expenditures incident to the Alternative Service

Program. Should the Foundation elect to waive receipt of these Federal funds in whole or in part, the Foundation may continue to operate an Alternative Service Program if it provides Alternative Service Workers the same standard of living as other participants in the Foundation program. The activities specified in this agreement may be carried out at mutually agreed upon Foundation sites.

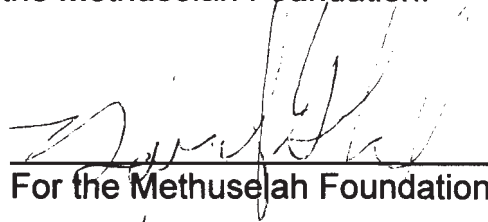
III. **TERMINATION OF AGREEMENT**

This agreement may be terminated at any time by SSS in accordance with law and regulations and by the Foundation on a 90-day notice for cause. This provisional agreement will be reviewed every 36 months from acceptance by both parties; modifications may be accepted at any time by mutual agreement. This provisional agreement is entered between the Selective Service System and the Methuselah Foundation.



For the Selective Service System

2-8-2011
Date



For the Methuselah Foundation

1/28/2011
Date

**SECTION B
ALTERNATIVE SERVICE EMPLOYERS**

1. TYPES OF ALTERNATIVE SERVICE EMPLOYERS

- a. Section 6(j) of the Military Selective Service Act (MSSA) obligates the Director of Selective Service to find civilian work in lieu of military service for registrants in Classes 1-O and 1-O-S. The Director's mandate is to ensure they are in jobs contributing to the maintenance of the national health, safety, or interest.
- b. Employers eligible to participate in the Alternative Service Program (ASP) are:
 - (1) The Federal Government or a state, territory or possession of the United States or a political subdivision thereof, the District of Columbia or the Commonwealth of Puerto Rico.
 - (2) Firms, institutions, agencies, organizations, associations, or corporations engaged in either a lawful charitable activity conducted for the benefit of the general public, or lawfully carrying out a program for the improvement of the public health, welfare, or environment. The charitable activity or improvement program could include educational or scientific activities in support of either the charitable activity or the improvement program when it they are not principally for the benefit of the employer or membership of the organization.
- c. Alternative Service Work is required by law and regulation to:
 - (1) Be of a civilian nature; and,
 - (2) Contribute to the maintenance of national health, safety or interest.

2. TYPES OF ALTERNATIVE SERVICE JOBS

- a. Acceptable employment for Selective Service Alternative Service Workers (ASW) includes, but is not limited to the following types of work:
 - (1) Health care services, including but not limited to hospitals, nursing homes, extended care facilities, clinics, mental health programs, hospices, community outreach programs, and hotlines;
 - (2) Educational services, including but not limited to teaching, teacher's aides, counseling, administrative support, parent counseling, recreation, remedial programs, and scientific research;
 - (3) Environmental programs, including but not limited to conservation and firefighting, park and recreational activities, pollution control and monitoring systems; and disaster relief;
 - (4) Social services, including but not limited to sheltered or handicapped workshops, vocational training or retraining programs, senior citizens activities, crisis intervention, and poverty relief;

(5) Community services, including but not limited to fire protection, public works projects, sanitation services, school or public building maintenance, correctional facility support programs, juvenile rehabilitation programs, and

(6) Agricultural work.

- b. The Alternative Service Office (ASO) is responsible for placing ASWs with appropriate employers in order to ensure the prompt assignment of ASWs within its jurisdiction.

3. RECRUITING FOR THE ALTERNATIVE SERVICE EMPLOYER NETWORK (ASEN)

- a. The recruitment of employers eligible to join the Alternative Service Employer Network (ASEN) will begin in peacetime.
- b. All appropriate legal and professional techniques and methods may be applied to the recruitment of eligible employers, including the contracting out of employer recruitment.
- c. Prospective employers may self-identify, be identified and recruited to the ASEN by the Selective Service, or be identified and recruited to the ASEN by ASWs. The ASO will follow the same employer approval process in all cases.
- d. The recruitment process will include the identification and recruitment of eligible employers with a national profile.
- e. Selective Service will also identify and recruit eligible employees with state, regional, and local profiles. All recruitment may proceed simultaneously.
- f. Employers may request ASEN membership at any time. The approval process is the same as for those recruited for membership.
- g. Eligible employers must belong to one of the required groups listed above at 1.b.(1) or 1.b.(2).

4. APPROVING EMPLOYERS FOR THE ASEN

- a. Once a prospective employer has been identified, the ASO will contact it to explain the ASP's employer and employee responsibilities. Employer responsibilities are listed in paragraph 5 below.
- b. Employers will be asked to complete the Employer Data Sheet (SSS Form 153) as the first step in determining their eligibility to join the ASEN.
- c. The ASO will evaluate completed Employer Data Sheets to determine the employer's eligibility to join the ASEN.
- d. The ASO will conduct an on-site evaluation once the employer's eligibility has been confirmed. Findings will be recorded on the On-Site Employer Evaluation Form (SSS Form 171).
- e. The ASO may delegate the on-site evaluation of overseas job sites to persons or organizations approved by the State Director. The State Director may also determine to forego the on-site evaluation of overseas job sites at his/her discretion and with the approval of the Region Director.

- f. Approved employers will be sent the appropriate narrative from Sample Letter 10-B-17 and required to sign an Alternative Service Employment Agreement (SSS Form 152) once the ASO has completed its evaluation. The approval will be recorded in the Central Registrant Processing Portal (CRPP (ASPS)).
- g. Employers who have not been approved will also be sent the appropriate narrative from Sample Letter 10-B-17. The rejection will be recorded in the CRPP (ASPS).
- h. Employers who wish to appeal the ASO's denial of ASEN membership may appeal that denial to the State Director by submitting copies of their SSS Forms 153 and 171, along with an explanation that refutes the ASO's reason for denial. No appeal from the State Director's decision on this matter is available within Selective Service.

5. EMPLOYER RESPONSIBILITIES

- a. Employers approved for membership in the ASEN must agree to:
 - (1) Provide clear statements of the ASWs duties, responsibilities, compensation and benefits;
 - (2) Ensure that ASWs are provided with full-time employment;
 - (3) Ensure that ASW wages, hours, and working conditions conform with Federal, state, and local laws;
 - (4) Provide adequate supervision of ASWs in their employ; and
 - (5) Provide for the nondiscriminatory treatment of ASWs.
- b. Full-time employment is any work schedule that provides a minimum of 35 hours of work per week.

6. EMPLOYMENT AGREEMENTS

- a. Selective Service shall enter into an Employment Agreement (SSS Form 152) that specifies the duties and responsibilities of the Selective Service System and the employer under the ASP before an ASW is placed with an approved employer.
- b. The exception to the rule above is that ASWs who have identified their own jobs may be assigned by the ASO to that job pending review of the job by the Selective Service.
- c. Selective Service must determine the employer's eligibility to join the ASEN within 30 calendar days of the date it assigns the ASW to work with the employer. The ASW will receive creditable time beginning with the date he was placed in the job by the ASO if the employer is subsequently approved.
- d. ASWs placed in jobs with employers who are not subsequently approved to employ them will be reassigned to an approved employer. They will receive no credit for time spent working for the unapproved employer unless more than 30 calendar days has elapsed between the date of the initial placement by the ASO and the final determination of the employer's eligibility review process.

- e. Selective Service shall not negotiate ASW wages, hours and working conditions except to the extent these are covered in individual employment agreements or stipulated in paragraph 5 above.
- f. The ASO will investigate whenever it appears that an employer is in violation of its responsibilities toward ASWs it employs. The ASO may negotiate with the employer to resolve the violations or terminate the Employment Agreement (SSS Form 152) if a resolution cannot be reached within a reasonable time. ASWs will receive credit for time spent working for employers during this negotiation period.

7. MAINTAINING AN INVENTORY OF AVAILABLE JOBS

- a. The ASO will contact employers periodically to determine whether any changes have been made in their inventory. These would include unlisted vacancies, positions no longer available, and any changes to existing job openings. Reference Checklist 10-A-3.

The ASO will contact employers twice in each quarter to determine whether the employer has any:

- (1) Job vacancies not presently listed in which ASWs could be placed.
 - (2) Positions presently listed which are no longer available.
 - (3) Changes to duties or job requirements for existing job openings.
- b. When a specific job opening has been identified by an employer for whom a signed Employment Agreement (SSS Form 152) is on file, the ASO will follow the procedures outlined in Checklist 10-A-2 to add it to the ASEN.
 - c. The employer may promote or reassign ASWs within his organization, in consultation with the ASO, as long as the job continues to meet the standards for acceptable employment in the ASP.

8. MANAGING ALTERNATIVE SERVICE OFFICE (ASO) EMPLOYER CONTACTS

- a. The ASO is responsible for monitoring the performance of all ASWs assigned to the ASP within its area of jurisdiction. The ASO will contact employers on a regular basis, either electronically or via on-site visits. The ASO will immediately contact an employer when there is a complaint about the performance of an ASW or the employer.
- b. Prior to contacting an employer the ASO will follow the procedures outlined in Checklist 10-A-4.
- c. When the ASO determines that a visit, other than the scheduled on-site visit, to the job site is warranted, the employer may be prior to traveling to the job site. If the ASO believes that the particular circumstances warrant an unannounced visit, the State Director of the state in which the employer is located should be informed in advance of the visit.
- d. The ASO will give the employer as much advance notice as possible when an ASW is to be removed from his job assignment and will confirm whether or not the employer would be interested in accepting the referral of another ASW.

- e. Whenever the Alternative Service Office Manager (ASOM) learns that the ASW may have failed to satisfactorily perform his work or he receives a complaint from an employer involving the ASW's work, the Administrative Complaint process outlined at Section C, paragraph 11 of this chapter will be followed.

9. TERMINATION OF EMPLOYMENT AGREEMENTS

- a. Agreements between Selective Service and employers in the ASP will be terminated when:
 - 1) The employer ceases to operate an approved program or activity; or
 - 2) The employer violates the agreement and no resolution is found; or
 - 3) The employer, using a 30-day written notice to Selective Service, requests the termination.
- b. When the decision has been made to terminate an employment agreement or any of the reasons specified above, the ASO will follow procedures as outlined in Checklist 10-A-5.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SELECTIVE SERVICE SYSTEM
AND _____**

I. PURPOSE

This Memorandum of Understanding is a provisional agreement between the Selective Service System and _____ to place conscientious objectors assigned to alternative service work with _____ in the event of a reinstatement of the draft. Placement of Alternative Service Workers (ASWs) in appropriate service activities with _____ will meet the legal obligation of the Director of Selective Service to place such Alternative Service Workers in work that benefits the Nation's health, safety, and interests.

II. RESPONSIBILITIES

A. Selective Service System (SSS)

SSS will administer the Alternative Service Program in accordance with the Military Selective Service Act and its Alternative Service Regulations. It is understood by both parties that this agreement is subject to the terms of SSS Alternative Service regulations (32 CFR Part 1656).

SSS will:

- Assign ASWs for appropriate employment with _____;
- Provide transportation when necessary for all ASWs from their residence to their places of employment and return upon completion of their terms of service;
- Designate at least one SSS officer for liaison duties in coordination with _____;
- Provide for emergency medical care only;
- Reimburse _____ upon receipt of authorized invoices for expenses incurred in accordance with funding provisions of this agreement;
- Reassign promptly any ASW who fails to serve in accordance with this agreement.

B. _____

_____ is a program of the _____, a religious organization sponsoring this charitable organization. _____ will place those ASWs into its civilian service program without regard to race, color, or creed who voluntarily agree to serve under the non-discriminatory conditions established by _____ for participation in such programs.

_____ will:

- Comply with applicable passages of Title 32, Section 1656.7, of the Code of Federal Regulations (Employer Responsibilities), which requires all ASW employers to:
 - Comply with the employment agreement with Selective Service;
 - Provide a clear statement of duties, responsibilities, compensation and employee benefits to the ASW;
 - Provide full-time employment for ASWs;
 - Assure that wages, hours and working conditions of ASWs conform with applicable Federal, state and local laws;
 - Provide adequate supervision of ASWs in their employ; and
 - Provide nondiscriminatory treatment of ASWs in their employ.
- Fix a ceiling on the number of ASWs it will accept;
- Direct Alternative Service Workers assigned to _____ to work that is mutually agreed upon by _____ and SSS;
- Reserve the right to prescribe reasonable standards of ASW (employee) conduct to prohibit offensive, immoral, or disruptive behavior as defined by the _____ Statement of Employee and Volunteer Conduct; and
- Report to SSS the name of any Alternative Service Worker who fails to serve in accordance with this or other agreements.
-

In the event that Federal funding is allocated by Congress for stipends or other payments for persons performing Alternative Service, _____ may require reimbursement in accordance with law for food, lodging and other expenditures incident to the Alternative Service Program. Should _____ elect to waive receipt of these Federal funds in whole or in part, _____ may continue to operate an Alternative Service Program if it provides Alternative Service Workers the same standard of living as other

participants in the ____ program. The activities specified in this agreement may be carried out at mutually agreed upon ____ sites.

III. **TERMINATION OF AGREEMENT**

This agreement may be terminated at any time by SSS in accordance with law and regulations and by ____ on a 90-day notice for cause. This provisional agreement will be reviewed every 36 months from acceptance by both parties; modifications may be accepted at any time by mutual agreement. This provisional agreement is entered between the Selective Service System and the _____ program.

For the Selective Service System

For _____

Date

Date