

# Member Service Agreement 2021 -2022

RISE AmeriCorps



## I. Purpose

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of \_\_\_\_\_ (“member”) in the RISE AmeriCorps Program (“Program”).

## II. Position Description

Member will be serving with Program as a(n) \_\_\_\_\_ AmeriCorps Member at \_\_\_\_\_ . Attachment A, Member Position Description, contains the full description of member duties and responsibilities.

Member’s direct supervisor is \_\_\_\_\_, who can be reached by phone/email at \_\_\_\_\_.

## III. Terms of Service

- (a) Member’s term of service begins on \_\_\_\_\_ and ends on \_\_\_\_\_. Member is expected to complete the specified number of Minimum Hours Required over the course of the term of service but is also required to serve through the service end date regardless of when they complete the minimum service hours.
- (b) Member will complete a minimum number of hours of service during the term of service indicated in this agreement. Member’s term of service is indicated by the check box below.

	Member Type	Minimum Hours Required	Term of Service in weeks
<input type="checkbox"/>	Full Time (FT)	1,700 hours	50 weeks
<input type="checkbox"/>	Half Time (HT)	900 hours	50 weeks
<input type="checkbox"/>	Quarter Time (QT)	450 hours	50 weeks
<input type="checkbox"/>	Half Time (HT)	900 hours	26 weeks
<input type="checkbox"/>	Quarter Time (QT)	450 hours	20 weeks
<input type="checkbox"/>	Minimum Time (MT)	300 hours	12 weeks

- (c) Member understands that to complete the term of service successfully (as defined by the program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, he/she/they must serve through the end date as noted in paragraph (a) of this section and complete at least the Minimum Hours Required as noted in paragraph (b) of this section.
- (d) Member is expected to adhere to the anticipated service schedule as outlined in Attachment A, Member Position Description. If the need for service changes and the member’s service schedule is impacted, the site supervisor and Program should work together to update the MPD. If Member’s actual service hours and/or schedule vary significantly from the expected schedule, hours may be disallowed and/or he/she/they may be subject to disciplinary action.

- (e) Member understands that to be eligible to serve a subsequent term of service, he/she/they must receive satisfactory performance reviews for any previous term(s) of service. Member's eligibility for subsequent term of service with this program will be based on at least an end-of-term evaluation of Member's performance focusing on factors such as whether Member has:

- (1) Satisfactorily completed assignments, tasks, and projects
- (2) Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service

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

- (f) **National Service Criminal History Check.** Member's Service as an AmeriCorps member is contingent on the results of the criminal background and sex offender registry check. Any person convicted of murder as defined and described in section 1111 of title 18, United States Code, as well as anyone who is registered or required to be registered as a sex offender is ineligible to serve as an AmeriCorps member. The member understands that he/she/they has the right to challenge the factual accuracy of any findings.

## IV. Benefits

The member will receive from the Program the following benefits:

- (a) **Living Allowance.** The living allowance is designed to help members meet the necessary living expenses incurred while serving in the AmeriCorps Program. Program cannot pay a living allowance on an hourly basis. It is not a wage and cannot fluctuate based on the number of hours the member serves in each time period. Members must be paid from the date service begins to the date service ends. The living allowance may be prorated in accordance with the program's payroll policy.

For the term of service, the Member will receive a living allowance in the amount of:

	Member Type	Living Allowance Amount
	Full Time (FT)	\$16,500.00
	Half Time (HT)	\$8,250.00
	Quarter Time (QT)	\$4,125.00
	Minimum Time (MT)	\$2,750.00

- (1) The living allowance is paid in equal increments while member is serving. Member is expected to serve in accordance with the service schedule as outlined in the Member Position Description or follow the requirement of the Program to make alternate arrangements. Living allowance will be distributed bi-weekly by direct deposit starting on the first Friday after their first complete pay period. The bi-weekly amount will be \$\_\_\_\_\_. Member will be responsible for the bank's stop payment fee of \$\_\_\_\_\_ for stolen or lost checks that need to be reissued.
- (2) The living allowance is paid to the member by the Program, and the Member is prohibited from accepting additional compensation (including items like gift cards) directly from the host site. This prohibition does not preclude the member from seeking supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service. It also does not prohibit the member from receiving program-approved incentives such as a retention bonus or a pass for free/reduced parking at the host site location.

- (3) The living allowance is taxable, and taxes will be deducted directly from the living allowance.
- (4) Unemployment Insurance: Member, as an AmeriCorps participant, is not an employee of Program for purposes of the Fair Labor Standards Act and is not eligible to receive unemployment compensation benefits from their AmeriCorps service, regardless of exit status.
- (b) Healthcare Insurance.** Program will make health insurance available to Member if serving is a full-time capacity for an extended period of time and not otherwise covered by a healthcare policy at the time service begins. Coverage is not available for family members or dependents. Program health insurance is also available to Member during the term of service if coverage is lost through no deliberate act of his/her/their own. The member must notify the program if eligibility for health insurance changes during the term of service.
- (c) Childcare Allowance,** if applicable, childcare benefits will be provided by the official AmeriCorps Child Care provider (GAP Solutions Inc.) directly to the provider for care of Member's child(ren). Additional information and forms may be found online at: <http://www.americorpschildcare.com/Forms.aspx>
- (d) Segal AmeriCorps Education Award.** Upon successful completion of Member's full term of service, he/she/they is eligible to receive an AmeriCorps education award from the National Service Trust in the amount noted below.

	Member Type	Education Award Amount
	Full Time (FT)	\$6,345.00
	Half Time (HT)	\$3,172.50
	Quarter Time (QT)	\$1,678.57
	Minimum Time (MT)	\$1,342.86

In addition to successful completion of the term of service, the following requirements apply to the education award.

- Member must certify that he/she/they is a high school diploma or equivalent (including an alternative diploma or certificate for individuals with learning disabilities). If Member has not yet received a high school diploma or its equivalent, he/she/they agree to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if Member is enrolled in an institution of higher education on an ability to benefit basis or Program has waived this requirement due to the results of Member's educational assessment.
- Member understands that his/her/their failure to disclose the Program any history of having been released for cause from another AmeriCorps program will render him/her/them ineligible to receive the educational award.
- Under federal regulations an individual cannot earn more than the aggregate value of two, full-time educational awards. Member may be eligible to receive a portion of an award amount for serving an additional term if receiving the full amount would cause the person to exceed the value of two full-time awards. A Member who has completed at least 15 percent of the originally approved term of service and performed satisfactorily prior to being granted a release for compelling personal circumstances, may receive a pro-rated education award.
- Member understands that under the Drug-Free Workplace policy, Attachment C, he/she/they must notify the Program in writing if he/she/they is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction.

(e) **Loan Forbearance and Public Student Loan Forgiveness.** Member may be eligible for the following benefits, but these benefits are not managed by Program.

- (1) **Loan Forbearance and Interest Payments.** Member is eligible to have the repayment of certain student loans postponed during their term of service. Member must request forbearance from their loan holders with the National Service Forbearance Request Form. The National Service Trust does not grant forbearances; the loan holders do. Individuals whose loans are in current default status are not eligible for this benefit. If member has received forbearance on a qualified student loan during the term of service, upon completion, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service. However, if member leaves for non-compelling reasons, even if the loan was in forbearance, the Trust will not pay the interest. The interest paid will be taxed as income.
- (2) **Public Service Loan Forgiveness (PSLF) and Income-Based Repayment (IBR).** As an alternative to putting qualified student loans into forbearance, member, if serving a full time AmeriCorps position, may be eligible to count the regular student loan payments made during their service toward the PSLF program. Member may elect to participate in the IBR plan in order to make their loan payments more affordable during service. Under IBR, loan payments may be as low as \$0 per month. Additionally, loan payments made using the Segal Education Award may count toward PSLF, even if the loan(s) are put into deferment or forbearance during service. The PSLF program allows an exception for AmeriCorps alums to make a lump sum payment using the AmeriCorps Segal Education Award and receive credit for up to 12 qualifying payments for PSLF. The number of payments for which Member will receive credit is determined by dividing the amount of the lump sum payment by the scheduled full monthly payment amount, (but members may not receive credit for more than 12 monthly payments toward the PSLF payment requirement).

See [http://www.nationalservice.gov/pdf/08\\_1210\\_ccraa\\_faqs.pdf](http://www.nationalservice.gov/pdf/08_1210_ccraa_faqs.pdf) for additional reference.

## V. Member Limitations

### PROHIBITED ACTIVITIES

#### 45 CFR § 2520.65

Member may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below.

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.
3. Assisting, promoting or deterring union organizing.
4. Impairing existing service agreements for services or collective bargaining agreements.
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.

8. Providing a direct benefit to:
  - A business organized for profit;
  - A labor union;
  - A partisan political organization; or
  - A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from participating in advocacy activities undertaken at their own initiative; and
  - An organization engaged in the religious activities described above in prohibited activity 7, unless CNCS assistance is not used to support the religious activities.
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as CNCS/Volunteer Iowa may prohibit. In addition to the above activities, the below activities are additionally prohibited:
  - Census Activities such as promotion of the Census, education about the importance of the Census, etc. Do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.
  - Election and Polling Activities such as providing services for election or polling locations or in support of such activities.

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

## FUNDRAISING ACTIVITIES

### 45 CFR§§ 2520.40

Member may raise resources directly in support of **Program** service activities. Examples of allowable fundraising activities include, but are not limited to, the following:

- Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- 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 help build houses for low- income individuals;
- 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;
- Seeking donations from alumni of the program for specific service projects being performed by current members.

Member may not:

- Raise funds for his/her/their living allowance; raise funds for an organization's operating expenses or endowment;
- Write a grant application for funding provided by a federal agency including Corporation for National Community Service grant proposals and AmeriCorps grants.

## **FUNDRAISING TIME**

### **45 CFR§§ 2520.45**

Member may spend no more than ten percent of his/her/their originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities.

### **45 CFR§§ 2520.50**

Program must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR§§ 2520.50.

## **VI. Standards of Conduct**

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- (a) Member is expected to, at all times while acting in an official capacity as an AmeriCorps member:
  - (1) Comply with the rules and standards of the host agency.
  - (2) Demonstrate mutual respect toward others
  - (3) Follow directions
  - (4) Direct concerns, problems, and suggestions to Henny Ohr at [henny@embarciowa.org](mailto:henny@embarciowa.org), 515-286-3928
- (b) Member understands that the following acts also constitute a violation of the Program's rules of conduct:
  - (1) Unauthorized tardiness
  - (2) Unauthorized absences
  - (3) Repeated use of inappropriate language (i.e., profanity) at a service site
  - (4) Failure to wear appropriate clothing to service assignments
  - (5) Stealing or lying
  - (6) Engaging in any activity that may physically or emotionally damage other members of the program or people in the community
  - (7) Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or 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
  - (10) Failure to notify the program of any criminal arrest or conviction that occurs during the term of service

## VII. Non-duplication and Non-displacement

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Member should be aware of these additional restrictions on service activities. Any concerns about violations of these provisions should be brought to the attention of the Program.

### **45 CFR § 2540.100(e)-(f)**

**A. Nonduplication.** Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

**B. 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 Member Position Description will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- (4) A member 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 member 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.

## VIII. Suspension and Temporary Leave from Service

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- (a) Program must suspend Member's term of service for the following reasons. Member may not receive a living allowance and may not accrue service hours during a period of suspensions for these reasons.
  - (1) During the term of service, Member has been charged with a violent felony or the sale or distribution of a controlled substance. If Member is found not guilty or the charge is dismissed, Member may resume his/her/their term of service. Member will not receive back living allowances or credit for any service hours missed.
  - (2) During the term of service Member has been convicted of a first offense of possession of a controlled substance. If member demonstrates that he/she/they has enrolled in an approved drug rehabilitation program, Member may resume his/her/their term of service. Member will not receive back living allowances or credit for any service hours missed.
- (b) Program may suspend a Member who is not serving, nor accumulating service hours for an extended period of time. Member must be suspended or have prior approval from Program to submit timesheets with zero service hours.
- (c) Program may suspend Member's term of service for violating the rule of conduct provisions in accordance with the rules of conduct set forth in section VI of this agreement.
- (d) If temporary leave is appropriate (such as for medical or emergency situations), Program may allow Member a temporary leave from service, during which Member may be suspended from the term for compelling personal circumstances. Program may choose to continue providing health or other benefits to the member during such a period of absence.
- (e) The Federal Family Medical Leave Act (FMLA) may apply to full-time members whose service history and Program meet other FMLA requirements.
- (f) Member grieving his/her/their termination will be placed in suspension status until the grievance is resolved.

## IX. Member Exit and Release

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- (a) Member understands that he/she/they may be exited from the Program under the following three circumstances:
  - (1) Member who completes at least his/her/their minimum service hours, performs satisfactorily, and serves the entire period from their start date to their end date, or has received approval from the Program for an early exit will be exited as a successful completion
  - (2) Release from service, either for cause, as defined in paragraph (b) of this section, or
  - (3) Release for compelling personal circumstances, as defined in paragraph (c) of this section
- (b) Program will release Member for cause for the following reasons:
  - (1) Member elects to leave service for any reason with the exception of those outlined below in section (c) Compelling Personal Circumstances.
  - (2) Member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.
  - (3) During the term of service Member has been convicted of a violent felony or the sale or distribution of a controlled substance.
  - (4) Member has committed another serious breach that, in the judgment of the program director, would undermine the effectiveness of Program.



- (c) Program may release Member from the term of service for Compelling Personal Circumstances (CPC) if Member has completed at least 15% of the required hours and demonstrates circumstances beyond his/her/their control that prevent Member from completing his/her/their term of service. In case of CPC, Member must provide additional information. When possible, documentation should come from a third party (such as doctor's note, military orders, etc.). This information will be treated confidentially. Compelling Personal Circumstances include:
- (1) Member has a disability or serious illness that makes completing the term impossible
  - (2) There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for Member.
  - (3) Member has military service obligations.
  - (4) Member has accepted an opportunity to make the transition from welfare to work. Member must have been on welfare prior to enrolling in AmeriCorps.
  - (5) Some other unforeseeable circumstance beyond Member's control which makes it impossible or unreasonably difficult for Member to complete the term of service, such as a natural disaster, a strike, relocation of a partner, or the non-renewal or premature closing of a project or Program.
- (d) Compelling personal circumstances do not include living Program:
- (1) To enroll in school
  - (2) To obtain employment, other than moving from welfare to work
  - (3) Because of dissatisfaction with Program
- (e) If Member is released for cause, Member may not receive any portion of the AmeriCorps education award or any other payment from the National Service Trust and will receive no portion of the education award or interest payments. Member will also cease to receive the living allowance, health insurance, childcare benefits, and/or other applicable benefits described in section IV.
- (f) If Member is released from service due to compelling personal circumstances as described in paragraph © of this section, including completion of at least 15 percent of the required term of service, he/she/they is eligible for a pro-rated education award. Member will cease to receive the living allowance, health insurance, childcare benefits, and/or other applicable benefits described in section IV.
- (g) If applicable, Program will immediately notify health insurance provider and childcare benefit provider in writing if Member's status changes in a way that affects his/her/their eligibility for health insurance or childcare assistance.
- (h) Regardless of type of exit, Member is responsible for several items related to the exit process. These items include:
- Participation in the end of term Member Evaluation with the Program (including signing and dating the evaluation form)
  - Completion and submission of final time sheets (through the end date of service or the end of the term)
  - Completion of the AmeriCorps Exit Survey in MyAmeriCorps member portal
- All items must be completed within 21 days of the end of the member service term or exit from service, or Member will risk the loss of the education award and/or the potential to serve another term of service in AmeriCorps.
- (i) Program will notify Member of any release for cause, including whether they were released with an unsatisfactory performance review. Such notice should include the long-term ramifications of that designation per 45 CFR § 2522.230. Program should send written notification via the member's permanent email address.

## X. Informed Consent

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Member grants permission to CNCS, Program, or Volunteer Iowa to take photographs of her/him in connection with any AmeriCorps event. Member authorizes its assigns and transferees to copyright, use and publish the same in print and/or electronically. Member agrees that AmeriCorps may use such photographs with or without Member's name and for any lawful purpose, including such purposes as publicity, illustration, advertising, and Web content.

Member, by signing this agreement, gives Program or its agents permission to use his/her/their name, likeness, image, or voice for any purpose consistent with Program's mission. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. Member is not entitled to any compensation for such use and understands that Program retains complete ownership and copyright of any materials developed.

## XI. Civil Rights & Non-Harassment Policy

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### **Civil Rights / Equal Opportunity Policy March 1, 2028:**

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by or receiving federal financial assistance from CNCS must be free from all forms of harassment.

Harassment is unacceptable in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. Any such harassment, if identified, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or national service participant. All recipients of federal financial assistance, including individuals, organizations, programs and/or projects are also subject to this zero-tolerance policy. When a violation occurs, appropriate corrective action subject to regulatory procedures will take place, up to and including termination of federal financial assistance from all federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing or abusive comments or actions that intimidate. CNCS does not tolerate harassment by anyone, including persons of the same or different races, sexes, religions, or ethnic origins; a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); or a co-worker or national service participant.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, national service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination~ and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of federal financial assistance from CNCS and all other federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with the CNCS Equal Opportunity Program (EOP). Discrimination claims not brought to the attention of EOP within 45 days of occurrence may not be accepted in a formal complaint of discrimination. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If another procedure is used, it does not affect the 45-day time limit. The EOP may be reached at (202) 606-7503 or [eo@cns.gov](mailto:eo@cns.gov).

## **XII. Grievance Procedures 45 CFR § 2540.230**

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See attached Grievance Procedure and Grievance Form

- (a) Member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation, or proposed service assignment.
- (b) Member understands that, as a participant of the program, he/she/they may file a grievance in accordance with the Program's grievance procedure.
- (c) Member understands that the Grievance Form should be completed and submitted to the program in order to file a Grievance. The form is included in the Attachments to the Member Service Agreement.
- (d) Member grieving his/her/their termination will be placed in suspension status until the grievance is resolved. See VIII. Suspension and Temporary Leave above.

## **XIII. Attachments**

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The following documents are attached to the Member Service Agreement and shall be considered a part of this Agreement for the purposes stated herein.

- A. Member Position Description
- B. Grievance Procedures & Form
- C. Drug-Free Workplace Policy
- D. Non-Discrimination Policy
- E. Reasonable Accommodation Form & Policy

## **XIV. Amendments to this Agreement**

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This agreement may be changed or revised only by written consent by both parties. Any changes to official AmeriCorps documents must be done in accordance with the requirements as outlined by Volunteer Iowa.

## XV Authorization

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Member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. By signing, the member is also certifying that he/she/they also have received a diploma or GED or are committed to actively working toward completing this degree. If Member is under the age of 18 years old, the member's parent or legal guardian must also sign.

AmeriCorps Member Name (please print)	Member Signature	Date Signed
Parent/Legal Guardian Name, if member is under 18 (please print)	Parent/Legal Guardian Signature	Date Signed
Authorized Program Representative Name (please print)	Authorized Program Representative Signature	Date Signed

# A. Member Position Description

RISE AmeriCorps



Position: \_\_\_\_\_ Host Site Name: \_\_\_\_\_

Member Name:	Start Date:
Term Length:	End Date:
Service Location:	Living Allowance:
Subject to a 3-part criminal history check: YES	

Description of anticipated service schedule:

Site Specific Member Service Activities:

# A. Member Position Description

RISE AmeriCorps



Qualifications:

Benefits and Evaluation Requirements:

_____	_____	_____	_____
Member Signature	Date	Program Representative Signature	Date

## B. Grievance Procedure and Form

### RISE AmeriCorps



In accordance with 42 U.S.C. 12636 and 45 C.F.R. 2540.230, state and local applicants that receive assistance from the Corporation for National and Community Service (CNCS) must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals concerning programs that receive assistance from the Corporation.

In general, Member and Program are encouraged to document their specific concerns and requested remedies in writing whenever seeking relief in a matter of concern or dissatisfaction relating to any AmeriCorps program issues, such as assignments, evaluations, suspension, or release of cause.

### Step 1: Preliminary Complaint Resolution (PCR)

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As a preliminary first step, the individual seeking resolution (Complainant) should, if at all possible, address the concern directly with the AmeriCorps program in question, either through an immediate supervisor (in the case of member) or with the program director or similar program authority (if not Member or if Member and the immediate supervisor is involved in the concern). Together, the program and Member should first attempt to resolve the complaint through informal discussion and negotiation in alignment with the AmeriCorps program's standard written policies for resolving complaints and concerns.

#### **TIMELINE**

**Immediate** (as soon as possible and ideally within 30 days of the occurrence to allow the issue to proceed, if necessary, to ADR before the deadline for an aggrieved party to seek such resolution within 45 days of the alleged occurrence).

### Step 2: Alternative Dispute Resolution (ADR)

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If resolution is not achieved through Step 1 (Informal Resolution), Member may then seek resolution through Alternative Dispute Resolution, which requires facilitated mediation and negotiation. ADR mediation proceedings must be aided by a neutral participant 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 participant may not force a resolution, and the proceedings are informal where the rules of evidence do not apply. At the initial session of dispute resolution proceedings, Member must be instructed in writing of the right to file a grievance and the right to arbitration. If the matter is resolved, the terms of the resolution are recorded in a written agreement, and Member agrees to avoid filing any further grievance on the matter under consideration. With the exception of a written agreement, the proceedings are confidential.

#### **TIMELINE**

ADR must be **initiated within 45 days of the alleged occurrence**. If matter is not resolved within 30 calendar days from the date the ADR process began, the Complainant must be informed in writing of the right to file a formal grievance.

## B. Grievance Procedure and Form

RISE AmeriCorps



### Step 3: Formal Grievance Filing and Hearing

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If resolution is not possible through Step 2 (ADR) and the matter is not resolved within 30 calendar days from the date that the Alternative Dispute Resolution process began, the neutral participant must again inform Complainant of his/her/their right to file a formal grievance. In the event Member files a grievance, the neutral participant from ADR may not join in the formal complaint process. Therefore, Volunteer Iowa's Executive Director will appoint a different neutral party to oversee the Grievance Hearing 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.

#### TIMELINE

Grievance must be filed **no later than one year after the alleged occurrence** (except for fraud and criminal activity). The grievance hearing must be conducted no later 30 calendar days after the filing. A decision is made no later than 60 calendar days after the filing.

### Step 4: Binding Arbitration

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The final step, Binding Arbitration, is available to Member only if a grievance hearing decision negatively impacts the Member or if no decision is made within 60 days of the filing of the initial grievance. A qualified arbitrator will be used who is jointly selected and independent of the interested parties. The Corporation's CEO will appoint an arbitrator if the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from either party. The cost of arbitration is divided evenly between the parties to the arbitration. If the participant, labor organization, or other interested individual prevails during arbitration, then the grantee pays the total cost of the proceeding and the attorney's fees of the prevailing party.

#### TIMELINE

A request for arbitration must be filed **no later than 90 days after the hearing decision**. If no hearing decision is made within 60 days of the filing of the initial grievance, then a request for arbitration must be filed within 150 days of the filing of the initial grievance. An arbitration proceeding must be held no later than 45 calendar days after the arbitrator's appointment, or no later than 30 calendar days after the arbitration commences. A decision must be made by the arbitrator no later than 30 days after the arbitration commences.

### Other Important Information

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If the grievance is regarding a proposed participant placement, the placement is not to be made unless it is consistent with the resolution of the grievance.



## B. Grievance Procedure and Form

RISE AmeriCorps



### AMERICORPS GRIEVANCE FORM

<b>Name of Complainant:</b>	<b>Telephone (including area code):</b>		
<b>Address (street number and name):</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Name of person/entity complaint is against:</b>	<b>Telephone (including area code):</b>		
<b>Address (street number and name):</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Name of AmeriCorps Program:</b>  Director –  Program Contact –	<b>Program Telephone (including area code):</b>		
<b>Program Address (street number and name):</b>	<b>Program – City</b>	<b>State</b>	<b>Zip Code</b>
<b>Describe the events causing you to file this grievance:</b>			
<b>Provisions of the contract or agreement alleged to be violated:</b>			
<b>Relief Sought:</b>			

## C. Drug Free Workplace Policy

RISE AmeriCorps



In accordance with the Federal Drug-Free Workplace Act of 1988, the program is committed to maintaining a drug and alcohol-free environment. Members are therefore notified that:

- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of service;
- Actions, including termination from the program, will be taken against any member for violations of such prohibitions;
- As a condition of service as an AmeriCorps Member:
  - Members will abide by the terms of drug-free workplace policy; and
  - Notify the program director in writing if he/she/they is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction.
- In joining AmeriCorps, the member agrees to remain drug-free for the remainder of the year.

As part of an ongoing member orientation and training, the program will inform members about:

- The dangers of drug abuse in the workplace and service area;
- The program's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that you may impose upon members for drug abuse violations occurring in the workplace or service area.

## D. Non-Discrimination Policy

RISE AmeriCorps



This program is available to all, without regard to **race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion**. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Adam Lounsbury, Executive Director  
Volunteer Iowa  
1963 Bell Avenue, Suite 200  
Des Moines, Iowa 50315

OR

Office of Civil Rights and Inclusiveness  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, DC 20525

Phone: 1-800-308-5987  
Fax: 1-877-631-7575  
Email: [americorps@iowaeda.com](mailto:americorps@iowaeda.com)

TTY and reasonable accommodation line: 1-800-833-3722  
Fax: (202) 565-3465  
Email: [eo@cns.gov](mailto:eo@cns.gov)

## E. Reasonable Accommodation Form & Policy

RISE AmeriCorps



CNCS, Volunteer Iowa, and Program encourages individuals with disabilities to serve in AmeriCorps programs. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, RISE AmeriCorps complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. The program shall not exclude or otherwise deny equal services, programs or activities to an individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

The program shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by completing the **Reasonable Accommodation Request Form** and submitting it to the program director

**Confidentiality:** Information provided regarding her/his disability, by a potential member or a member shall be kept confidential, except that appropriate supervisors, managers, and safety and health personnel may be informed regarding any restrictions in service duties or necessary accommodations. Government personnel may be provided information in compliance with various laws and regulations.

**Self-Identification:** A potential member or a member with a disability is not required to disclose information about any physical or mental limitations, whether or not you believe it will interfere with your capability to perform the essential functions of the position sought or held. If you would like, however, for the program, to consider any special arrangements to accommodate a physical or mental impairment, you may identify that impairment, describe the functional limitations that result from that impairment, and suggest the type of accommodation that you believe would be appropriate. Medical verification of the condition may be requested for the member to be protected under Section 504 of the Rehabilitation Act.

**Grievances:** An individual whose request for an accommodation was denied may use the grievance procedure outlined in the Member Service Agreement to appeal the decision and/or file a complaint with the Corporation for National and Community Service Equal Opportunity Office within forty-five days of the decision or forty-five days from when the member becomes aware of the decision.

**Definitions:** According to the ADA, the term “disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individual’s major life activities, a record of having such an impairment, or being regarded as having such an impairment. “Major life activities” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. A “qualified individual with a disability” is an individual with a disability who with or without reasonable accommodations meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the program. Reasonable accommodations may include modifying rules, policies, or practices; the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services.

## E. Reasonable Accommodation Form & Policy

### RISE AmeriCorps



#### REASONABLE ACCOMMODATION REQUEST FORM

Information Regarding the Request			
Member Name:		Email:	
Position Title:		Date:	
Program:			
Site:		Site Supervisor:	
Primary service environment:	<input type="checkbox"/> Office <input type="checkbox"/> School Campus <input type="checkbox"/> Community Site <input type="checkbox"/> Outdoors <input type="checkbox"/> Other		
Nature of the Accommodation Request (check all that apply)		Description of Accommodation Requested	
<input type="checkbox"/> Change in service activities			
<input type="checkbox"/> Modified service schedule			
<input type="checkbox"/> Modification in equipment or facilities			
<input type="checkbox"/> Suspension of term			
<input type="checkbox"/> Other			
Documentation Related to the Request			
Were Medical Records requested to support the accommodation? (check one) <input type="checkbox"/> Yes <input type="checkbox"/> No			
Were Medical Records provided to support the accommodation request? (check one) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes, but additional information/clarification is required			
Determination			
Program's decision (check on and complete the corresponding information below):  <input type="checkbox"/> Accommodation request granted  <input type="checkbox"/> Alternative effective accommodation offered, and (check one) <ul style="list-style-type: none"> <li>Accepted by the Member</li> <li>Rejected by the Member</li> </ul> <input type="checkbox"/> Accommodation rejected		If an accommodation was granted or an alternative effective accommodation was offered, complete the following information.  Description of the Accommodation:	
Accommodation Start Date:		Accommodation End Date:	
Accommodation Review Date (if applicable):			

## E. Reasonable Accommodation Form & Policy

### RISE AmeriCorps



If an Accommodation was denied, complete the following information:

Reason for Denial (check primary reason)

- ☐ Member did not respond to the information request and/or additional information necessary to evaluate the accommodation request.
- ☐ The Member's medical condition does not meet the ADA's definition of a disability.
- ☐ The accommodation would not be effective.
- ☐ The accommodation would require the removal of an essential job function.
- ☐ The medical documentation provided does not adequately support the request.
- ☐ The accommodation would cause an undue hardship to the organization.
- ☐ The accommodation would create a direct threat to the safety of employee or others.
- ☐ Other

Further explanation of Denial:

Completed by:

Date:

\*Funding for Reasonable Accommodations may be requested from CNCS through Volunteer Iowa. Contact your Program Officer.