



IOWA REFUGEE RISE AMERICORPS MEMBER SERVICE AGREEMENT

The following agreement has been developed for use by the RefugeeRISE AmeriCorps program and serves as an agreement between EMBARC, the host-site organization, and the AmeriCorps member.

I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter the “member”) in the **RefugeeRISE AmeriCorps program** (hereinafter the “Program”) and his/her performing of service in cooperation with _____ (hereinafter referred to as the host-site organization). This agreement may be changed by written consent by both parties.

II. MINIMUM QUALIFICATIONS

The member certifies that he/she is a United States citizen, a national, or legal permanent resident and at least 17 years of age. The member understands that service is contingent on the results of a background check. The member has the right to challenge the factual accuracy of the information, if the background checks reveal information that would prevent selection into this program.

III. TERMS OF SERVICE

- A. The Member shall fulfill the obligations detailed in the position description for the duration of his/her term of service with the program.
- B. The Member’s term is from: _____ to _____. This term of service may be extended by the Program, at the Member’s written request for either of the following reasons:
 1. The member’s service has been suspended due to compelling personal circumstances.
 2. The member’s service has been terminated, but a grievance procedure has resulted in reinstatement.
- C. It is the member’s responsibility to communicate and work with the site supervisor and Program Director to complete this commitment within the agreement service period noted above. Program staff will ensure that members hours do not exceed the limitation on member service hours spent in fundraising (no more than 10% of total member hours) or training (no more than 20% of total member hours). Members must agree to be conscious of these hour limitations and spend their service hours accordingly.
- D. The Member’s minimum service hour requirement is _____ hours. The Member is responsible for tracking and totaling his/her hours of service and training. Holiday, sick leave and vacation hours do not count towards the minimum service hour requirement. A member who anticipates having difficulty completing the required number of hours should notify the Program Director immediately to arrange opportunities for completing the required hours during the term of service.
- E. To be eligible for the Program’s recommendation for education awards offered by the Corporation for National and Community Service, the Member shall successfully complete the term of service by satisfactory accomplishing the following:
 1. Finish his/her full term of service
 2. Perform the minimum number of hours of service
 3. Complete all the required paperwork
 4. Fulfill essential functions, member duties, and site specific responsibilities outlined in the position description
 5. Satisfactorily complete pre-service and host-site orientation and training
 6. Attend all mandatory RefugeeRISE AmeriCorps events

- F. The Member shall not be eligible to continue in the current term or be eligible for serving a second term of service if the Member does not receive satisfactory performance reviews from the Program. The Member understands, however, that eligibility for an additional term of service does not guarantee selection or placement. The Program will base the Member's eligibility for service on evaluations of the Member's performance, focusing on factors such as whether the Member has:
1. Completed the required number of hours
 2. Satisfactorily completed assignments, tasks, or projects
 3. Accomplished the requirements
 4. Met all other service criteria that were clearly communicated both orally and in writing at the beginning of the term of service

IV. BENEFITS

A. The member will receive the following benefits from the Program:

MEMBER STATUS	MINIMUM HOURS	SERVICE TERM	TOTAL LIVING ALLOWANCE	EDUCATION AWARD	ELIGIBLE FOR HEALTH INSURANCE	LOAN FORBEARANCE & PUBLIC SERVICE LOAN FORGIVENESS	ELIGIBLE FOR CHILDCARE ASSISTANCE
Full -Time	1,700	48 Weeks	\$13,750	\$ 5,815.00*	YES	YES	YES
Half -Time	900	48 Weeks	\$7,000	\$2,907.50*	NO	YES	NO
Quarter -Time	450	48 Weeks	\$3,500	\$1,538.36*	NO	YES	NO
Minimum-Time	300	10 Weeks	\$1,000	\$1,230.69*	NO	YES	NO

**Contingent upon funding from AmeriCorps and successful completion of service described within this contract*

1. For purposes of this contract, the Member's living allowance shall be no more than \$_____ to be paid through ___ bi-weekly installments of equal amounts over the term of service, provided the Member performs satisfactorily and is not terminated.
2. The living allowance is taxable. FICA, federal and state income taxes will be deducted based on members' completion of Form W-4, Employee's Withholding Allowance Certificate. The Member is solely responsible for any tax burden this agreement may create.
3. The Program shall provide full-time Members with a health insurance policy through the Corps Network. The Member is responsible to ensure that he/she has this information in order to utilize the health insurance plan. If a Member chooses to forgo coverage by the Program, they must provide proof of alternative coverage to be placed in their member file. It is the sole responsibility of the Member to ensure they are in compliance with the Affordable Care Act laws of minimum essential coverage if an alternative health insurance plan is chosen.
4. If eligible, full-time members may request a childcare subsidy, the terms of which are described in the Childcare Packet, until suspension or termination of service. Members are not eligible for childcare benefits while under suspension. However, if a member is put in a temporary suspended status and meets all of the below requirements, that member may be eligible to receive up to 12 consecutive weeks of continued benefits:

1. The Member may not be suspended for cause and/or other disciplinary actions (an example of a qualifying suspension would be if a member was given a temporary suspension under the Family Medical Leave Act);
 2. The Member must intend to return to service;
 3. Member must certify he/she needs the continued benefit in order to be able to return to service
5. Forbearance is available for qualified student loans.
6. Upon successful completion of the member's term of service, the member will receive an education award from the National Service Trust.
- a. Prior to using the education award, the member agrees (in the event the member has not yet received a high school diploma or its equivalent including an alternative diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or its equivalent.
 - b. The member understands that his/her failure to disclose to the program any history of having been released for cause from any other AmeriCorps program will render the member ineligible to receive the education award.
7. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.

V. MEMBER EXPECTATIONS

- A. As an AmeriCorps participant with the RefugeeRISE AmeriCorps program, the member understands that he/she will serve in accordance with the attached Service Description and in addition (please initial):
1. ____ Will track service hours bi-weekly, and log service accomplishments via the Program's reporting instruments. Member will also submit these logs to the host-site supervisor for approval. **If not submitted, the Program Director reserves the right to withhold members' living allowances until tracking logs are received.**
 2. ____ Will submit performance reports monthly on RefugeeRISE national service goals and performance measures. Reports are due the first Friday of each month.
 3. ____ Will complete and submit impact reports by deadlines established.
 4. ____ Will submit photo reflections monthly and a longer reflection at the end of the service term.
 5. ____ Will report directly to his/her host-site supervisor on a regularly scheduled basis.
 6. ____ Will contribute to learning and development of team member(s) and recognize equal contributions of other members regardless of educational background, work experience, culture, religion, or other differences.
 7. ____ Will attend all mandatory scheduled in-service training, retreats, and events sponsored by the RefugeeRISE AmeriCorps program. *(If a member is unable to attend a mandatory training or event, he/she is required to obtain approval from the Program Director and complete written assignments, as provided by the Program Director, pertaining to each of the training topics. The Program Director reserves the right to not exit a member from the Program until the member has either attended all required state level training or has successfully completed corresponding written training assignments.)*
 8. ____ Will evaluate program effectiveness and work with supervisor to implement ideas for programmatic changes or in-service training.
 9. ____ Will inform the Program Director of any changes in his/her host-site service plan.
 10. ____ Will respond to all requests of the RefugeeRISE AmeriCorps program staff and regularly communicate with other RefugeeRISE members, Program staff, and host site staff via internet, phone and fax.

11. ____ Will abide by all policies and procedures of the Program and host organization.
 12. ____ Will use the host-site supervisor as their point of contact for all programmatic and service-oriented questions.
 13. ____ Will not receive credit for time volunteered outside of the Host Site Organization without prior approval of the host-site supervisor **and** the Program Coordinator and no more than 40 hours may be served in this capacity during any given week.
- B. For violating the above stated rules in Section VI, and failing to meet the standards of behavior and work as expressed above and by the member's supervisor, the member may be terminated. The member will be notified of his/her inability to meet these standards in the following ways:
- Step 1:** Speak to the member about the issue and call the AmeriCorps Program Director to inform of the situation. Create a note with a description of what was said and done for the member's file and share the written description with the Program Director.
 - Step 2:** Give a verbal warning to the member, clearly describing the problem and steps necessary for improvement. Document the conversation by creating a note for the member's file and share it with the Program Director.
 - Step 3:** If the problem persists, give a written warning describing the behavior. In this written warning, describe the steps the member must make that are necessary for improvement. The supervisor should also describe procedures taken if behavior does not improve. This could include a suspension from service after consulting with the Program Director. Share the written description with the Program Director.
 - Step 4:** If there is still no improvement in the member's behavior, the member may be released from his/her service term for cause after the Program Director has been notified. The Program Director and site supervisor both must concur that release for cause is appropriate
- C. The Program reserves the right to release the member for cause if, in the judgment of the Program Director, his/her conduct undermines the effectiveness of the Program or the project to which he/she is assigned.
 - D. The Program may release the member for cause if, in the judgment of the Program Director, he/she repeatedly or periodically continues to demonstrate inappropriate behavior by engaging in a pattern of conduct inconsistent with Program expectations.
 - E. The Member understands that he/she will be either suspended or released for cause in accordance with paragraphs (A) and (B) of section VI of this agreement.
 - F. Under the Drug-Free Workplace Act, you must notify the Program Director within 5 days if you are convicted under any criminal drug statute. Your participation in the Program is conditioned upon compliance with this notice requirement.

VI. INFORMED CONSENT

I grant permission to AmeriCorps to take photographs of me in connection with any AmeriCorps event. I authorize its assigns and transferees to copyright, use and publish the same in print and/or electronically

I agree that AmeriCorps may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Member's Initial: _____

VII. RELEASE FROM TERMS OF SERVICE

- A. The member understands that he/she may be released for the following two reasons:
1. For cause, as explained in paragraph (B) of Section VII (this section); or
 2. For compelling personal circumstances as defined in paragraph (C) of Section VII.
- B. The Program will release the member for cause for the following reasons:
1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official;
 2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
 3. The member has committed a fourth offense in accordance with paragraph (D) of section VI of this agreement; or
 4. Any other serious breach that in the judgment of the Program Director undermines the effectiveness of the program.
- C. The Program may release the member from the term of service due to compelling personal circumstances if:
1. The member has a serious injury or illness that makes completing the term impossible.
 2. There is a serious injury, illness, or death of an immediate family member.
 3. The member is drafted by the Armed Services of the United States.
 4. Some other circumstance occurs that makes it impossible or very difficult for the member to complete the term of service and the program deems that circumstance to be compelling.
- D. The Program will suspend the member's term of service for the following reasons:
1. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)
 2. During the term of service the member has been convicted of a first offense of possession of a controlled substance. (If, however, the member demonstrates that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service. The member will not receive back living allowance or credit for any service hours missed.)
- E. The program may suspend the member's term of service for violating the rule of conduct provisions in accordance with the rules set forth in paragraph (C) of section VI of this agreement.
- F. Members are not eligible for childcare benefits while under suspension. However, if a member is put in a temporary suspended status and meets all of the below requirements, that member may be eligible to receive up to 12 consecutive weeks of continued benefits:
4. The Member may not be suspended for cause and/or other disciplinary actions (an example of a qualifying suspension would be if a member was given a temporary suspension under the Family Medical Leave Act);
 5. The Member must intend to return to service;
 6. Member must certify he/she needs the continued benefit in order to be able to return to service
- G. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances, the member will cease to receive the benefits described in paragraph (A) of section IV and will receive no portion of the education award or interest payments.
- H. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section VII of this agreement, the member will cease to receive benefits described in paragraphs (B) and (C) of section IV.

- I. The Program Director or his/her designee will notify members who are exiting for not performing satisfactorily of this designation at the time of their release from service.
- J. If a member disputes an action concerning their service assignment; a mid-term or end-of-term evaluation; suspension or dismissal; or similar issue, he/she may file a grievance following the procedures in Attachment B.

VIII. TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW

Notwithstanding anything in this agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, the program shall have the right to terminate this agreement effective immediately by giving written notice to the member as result of any of the following:

- 1. The legislature or governor fail to appropriate funds sufficient to allow the program to operate as required and to fulfill its obligations under this agreement
- 2. Funds are de-appropriated or not allocated
- 3. The program's authorization to conduct its business is withdrawn

IX. REMEDIES OF THE MEMBER IN THE EVENT OF NON-APPROPRIATION

In the event of termination of this agreement due to non-appropriation, the exclusive, sole and complete remedy of the Member shall be payment for services completed prior to termination.

X. CRIMINAL HISTORY CHECK

The Member acknowledges that their eligibility is contingent upon the organization's review of the Member's criminal history and sex offender history. In addition to the eligibility criteria established by the program, an individual shall be ineligible to service if the individual 1) refuses to consent to a criminal registry check or make a false statement in connection with the program's inquiry concerning the individual's criminal history, b) is registered, or required to be registered on a state sex offender registry or the National Sex Offender Registry, or c) has been convicted of murder, as defined in section 1111 of title 18, United State Code. The Member has the opportunity to review and challenge the factual accuracy of a result before action is taken to exclude or terminate the Member from the AmeriCorps position.

In addition to the National Sex Offender Public Website Check, Members will also be subject to the State Criminal Registry Check as well as the Fingerprint-based FBI Criminal History Record Check.

If the Program's review of the criminal history checks reveals information that it determines should prevent the Member's eligibility, the Program will advise the Member, in writing, of its proposed determination, and will provide the Member a copy of the information it has received (to the extent permitted by law). The Program will allow the Member the opportunity to challenge the factual accuracy of the information, in writing, within (5) business days of its notifying the Member of its proposed determination. At that time, the Member may also provide any other written information that the Member believes will assist the Program in its review.

Additional information regarding the Program Criminal History Record Check Policy is reviewed and signed as part of the member's enrollment paperwork.

XI. DRUG-FREE WORKPLACE POLICY

The RefugeeRISE AmeriCorps program will provide a drug-free workplace and environment. In this connection, the program prohibits the unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance in the workplace. The term "controlled substance" means a controlled substance in schedules I through

V of section 202 of the Controlled Substance Act (21 U.S.C. 812). The term “controlled substance” refers to all illegal drugs used without a physician’s order, and it does not prohibit taking prescribed medication under the direction of a physician.

Individuals found to be in violation of this policy are engaged in serious misconduct and subject to disciplinary action up to and including release from the program. All members will, as a condition of their enrollment, abide by the terms of this statement. In addition, the Program Director must be notified within 5 days of any criminal drug statute conviction.

All members placed through the RefugeeRISE AmeriCorps program will also be subject to enforcement of any drug policies established at their placement site. It is the responsibility of the member to read and understand any existing policy at the individual host-site.

XII. NON-DISCRIMINATION

- A. RefugeeRISE along with the Member as affiliated with AmeriCorps, may not lawfully discriminate against any member or service recipient on basis of race, color, national origin sex, age, religion, creed, veteran status, political affiliation, disability, sexual orientation or gender identity.
- B. It is the responsibility of site supervisors to provide reasonable accommodations to members with disabilities. It is the responsibility of members with disabilities to request reasonable accommodations from their site supervisors during their term of service.

XIII. AUTHORIZATION

The member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement and any attached policies and procedures. (If the member is under the age of 18 years old, the member’s parent or legal guardian must also sign the attached document.) By signing this contract the member will also certify, under penalty of law, their high school diploma or equivalency certificate status. Before signing the agreement, please check and complete the appropriate information in the table below.

Degree Held	Mark Appropriate Certification	Institution and Location Where Degree Completed	Date of Completion
High School Diploma			
High School Equivalency Certificate			
Expect to complete high school diploma/equivalency before using education award			<i>Include expected date of completion</i>

AmeriCorps Member Signature

RefugeeRISE AmeriCorps Program Signature

AmeriCorps Member Name (Printed)

RefugeeRISE AmeriCorps Program Name

Date

Date

FOR PARENT OF GUARDIAN OF MEMBERS UNDER 18 YEARS OF AGE:

I, the undersigned parent/guardian of _____ understand the responsibilities and benefits associated with AmeriCorps. I authorize my son/daughter/legal ward to participate in AmeriCorps including educational, training, and service related activities provided by the RefugeeRISE Program.

I authorize the exchange of information between the AmeriCorps sponsor, (*site name*) **Catherine McAuley Center** and the Corporation for National and Community Service which is relevant to successful participation in the AmeriCorps program.

I grant permission for the AmeriCorps sponsor to provide or arrange the necessary medical assistance for my son/daughter/legal ward if I cannot be immediately reached in the event of an accident or illness. I have listed any illnesses, allergies, medical conditions or disabilities that might affect participation in the AmeriCorps program or require medical attention.

 Parent/Legal Guardian Name (if applicable)

 Signature

 Date

 Attach Member Position Description

Attachment A

Prohibited Activities (45 CFR §§ 2520.65, § 2520.40, § 2520.45)

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR §§ 2520.65, § 2520.40, § 2520.45) :

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. 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;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - v. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as the Corporation may prohibit including:
 - i. Raising funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - ii. Writing a grant application to the Corporation or to any other Federal agency.
 - iii. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

AmeriCorps members may raise resources directly in support of your program's service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

- (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
 - (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - (4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
 - (5) Seeking donations from alumni of the program for specific service projects being performed by current members.
- AmeriCorps members may not:

(1) Raise funds for living allowances or for an organizations general (as opposed to project) operating expenses or endowment;

(2) Write a grant application to any other Federal agency.

45 CFR §§ 2520.45 An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities. The grantee 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.

Nonduplication/Nondisplacement (45 CFR §§ 2540.100)

(e) *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.

(f) *Nondisplacement.* 45 CFR §§ 2540.100

(1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.

(2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

(3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that— (i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.

Signature: _____ Date: _____

Attachment B
RefugeeRISE AmeriCorps Program
Grievance Procedure

The purpose of this process is to resolve disputes involving interested individuals such as AmeriCorps members and applicants in a fair and expeditious manner. In general, disputes must pertain to service related issues such as a proposed service assignment; a mid-term or end-of-term evaluation; or a member's suspension or dismissal. A dispute also may concern an application protesting the reason he/she was not selected as an AmeriCorps member. All AmeriCorps members must file complaints in accordance with the following procedures set forth below. Nothing herein shall prohibit a complainant from filing a grievance with state, federal agencies, or bargaining units.

Informal Resolution

The member and program will resolve the matter informally whenever possible. If this cannot occur, the complainant may seek resolution through alternative means of informal Alternative Dispute Resolution (ADR), such as mediation or facilitation.

1. The opportunity for ADR must be initiated within 45 calendar days of the alleged occurrence.
2. At the initial session, the aggrieved must be informed in writing of his/her right to file a grievance and of their right to arbitration.
3. A neutral, third party must facilitate the proceedings, and function specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral third party may not compel a resolution.
4. The proceedings must be informal, confidential, non-binding (unless both parties agree), and the rules of evidence do not apply.
5. If the matter is not resolved within 30 calendar days of initiation, the aggrieved must again be informed in writing of their right to file a formal grievance.
6. If the matter is resolved, and a written agreement is reached, the complainant will agree to forgo filing a grievance in the matter under consideration.

Filing a Formal Grievance

The person wishing to file a formal complaint or grievance regarding the program must submit a grievance form (see the AmeriCorps Grievance Form) and use the procedure explained below.

1. Except for complaints alleging fraud or other criminal activity, complaints must be filed in writing and to the program within one year of the date of the alleged occurrence.
2. The program will conduct a hearing no later than 30 calendar days after the filing of a formal grievance.
3. A decision on any such filed grievance will be made no later than 60 calendar days after the filing.
4. Complaints should include, to the best extent possible, the following information:
 - a. The full name, telephone number, and address of the person making the complaint.
 - b. The full name and address of the party against whom the complaint is made, or other information sufficient to identify the party against whom the complaint is made;
 - c. A clear and concise statement of the facts, as alleged, including pertinent dates, constituting the alleged violations;
 - d. The provision of the act, regulations, grant, contract or other agreements under the act believed to have been violated; and
 - e. The relief requested.
5. If ADR was used, the facilitator may not participate in the formal hearing.
6. No communication or proceeding from ADR may be referred to or used as evidence.

Filing an Appeal (Arbitration)

1. If there is an adverse decision against the party who filed the grievance or no decision has been reached after 60 calendar days of filing a grievance, the complainant may submit the grievance in binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties.
2. If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the parties, the Corporation for National and Community Service will appoint an arbitrator
3. An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration. If the arbitrator is appointed by CNCS, the proceeding must occur no later than 30 days after the arbitrator’s appointment.
4. A decision of the arbitrator is final.
5. The cost of the arbitration proceedings must be divided equally between the parties to the arbitration, unless the party requesting the grievance proceeding prevails. If the aggrieved prevails, the program must pay the total cost of the proceedings and reasonable attorney fees of the prevailing party incurred in connection with the proceeding.
6. To enforce the arbitration award, a suit may be brought in any federal district court having jurisdiction over the parties without regard to the amount in controversy.

Suspension of Placement

If a grievance is filed regarding a proposed placement of a member, such placement must not be made unless the placement is consistent with the resolution of the grievance. Pending resolution of a grievance filed due to a member’s release from the program for cause, the member’s service is suspended.

Suspension of Service

Pending resolution of grievance filed due to release for cause, member’s service is suspended

Remedies

Remedies for a grievance under a procedure established by the program may include:

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

The member understands that the Program has a grievance procedure, as outlined above, to resolve disputes concerning the member’s service assignment, service evaluation, suspension, or dismissal. The member understands that as a program participant, he/she may file a grievance in accordance with the Program’s grievance procedure, as outlined above.

Signature: _____ Date: _____

**RefugeeRISE AmeriCorps Program
Grievance Form**

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

Signature of Complainant

Date



Position Description Attachment C

REFUGEE RISE AMERICORPS PROGRAM
EMBARC DES MOINES HEALTHY FUTURES ONE

Member Name: TBD Start Date: 9/18/2017
Term Length: 11 months End Date: 8/18/2018
Service Location: EMBARC 2309 Euclid Ave Des Moines Living Allowance: \$13,750
Subject to a 3-part criminal history check

Description of anticipated service schedule:
This position is full time, typically Monday through Friday from 9am to 5 pm with service on some evenings and weekends required through the year.
*Personal time must be approved in advance by your site supervisor. If you are unable to serve due to illness, please contact your site supervisor as soon as you know you will be unable to meet your service. There are additional benefits offered if the member has a compelling personal circumstance.

Site Specific Member Service Activities:

- Give presentations/learning circles to Burma community about health education
Partner with Des Moines organizations to receive training in creating culturally sensitive curriculum on health topics
Contact community members to attend learning circles; provide language support to deliver curriculum in learning circles
Coordinate with Des Moines partners to connect and support refugee community members in participating in training offered by partner organizations
Provide wrap around direct services support to participants and refugee community members
Serve as an equal team member with a AmeriCorps members from a variety of backgrounds with a variety of skills
Recruit and oversee volunteers to help with the above activities

In no circumstance will members be asked or allowed to perform prohibited activities

Qualifications:

- Must be high school graduates, GED recipients, working on attaining a high school diploma or GED during term of service
Be at least 17 years of age at the commencement of service
Be a citizen, national, or lawful permanent resident alien of the United States
Satisfy the National Service Criminal History Check

Benefits and Evaluation Requirements:

- \$5,815 Education Award received upon successful completion of term of service.
\$13,750 Living Allowance
Health insurance, if applicable
Childcare coverage, if the member qualifies
Student loan forbearance and interest payments, if the member qualifies
Members will receive an evaluation from their site supervisor at the middle and end of their service

Member Signature

Program Representative Signature

Date

Date