

**MEMBER SERVICE AGREEMENT 2019-2020**



*For Service as an AmeriCorps Promise Fellow  
with Minnesota Alliance With Youth*

<b>AmeriCorps Promise Fellow</b>	
<b>Email</b>	<b>Phone</b>
<b>Host Site</b>	<b>Primary Service Location</b>
<b>Site Supervisor</b>	
<b>Position Details:</b>	
<b>Start Date</b>	<b>End Date</b>
<b>Members are expected to serve in a</b>	<b>, capacity for the entire term of service.</b>
<b>Minimum Total Hours</b>	<b>Education Award</b>
<b>Living Allowance (approx., pre-tax)</b>	
<b>Eligible for Health Insurance and Childcare Assistance</b>	

***The purpose of this agreement is to establish the basic parameters of the relationship between the \*AmeriCorps Promise Fellow, their Host Site, and Minnesota Alliance With Youth for the 2019-2020 program term. \*(hereinafter referred to as the Member)***

**General Information**

Minnesota Alliance With Youth (the Alliance) is a leading convener, collaborator and capacity-builder for youth development in Minnesota. Our mission is to work in partnership with youth to ensure that ALL young people have equitable educational opportunities that foster their individual assets, honor their voices, and prepare them to reach their goals. Our work is driven by our three core values of Equity, Quality and Collaboration.

In order to achieve our vision of a Minnesota that supports young people in building their own present and future, we focus on three goals: 1) challenge existing systems to integrate youth voice, 2) promote policies that support equitable access to education, and 3) develop strong systems and engagement and collaboration.

Minnesota Alliance With Youth works with and for youth, engaging them as equal partners in finding the most effective and equitable solutions to our state's graduation crisis. High School graduation is a milestone that ALL students deserve to achieve, and is critical in setting young people up for successful futures. We know that all youth have promise and potential, and that a one-size-fits-all approach to education is not working. We also know that the true experts on students' experiences- youth themselves- are often left out of conversation when it comes to the issues facing young people and communities, such as education and the opportunity and belief gaps. Even well-intended efforts to work for youth- by protecting them from perceived threats or by rescuing those who are in jeopardy- can prevent us from recognizing the importance of working with youth to identify positive solutions and build stronger communities. We believe AmeriCorps Promise Fellows are part of Minnesota's long-term strategy to address our graduation crisis by providing evidenced-based supports to youth in grades 6-12, and helping to create spaces and places for student's experiences and voices to be heard.

Minnesota Alliance With Youth approaches all of our work with a clear emphasis on our core values of catalyzing collaboration, advancing equity, and achieving quality results. We work with our partners in upholding these values.

### **Key Players**

- AmeriCorps Promise Fellow (Member) is the individual serving one term in a national service program with the Alliance at a partner Host Site/community.
- Minnesota Alliance With Youth is responsible for statewide program management.
- ServeMinnesota is the funder for the Promise Fellows, providing federal and state AmeriCorps funding to the Alliance to operate the program.
- Host Site is the organization/school/district/agency who will lead the efforts to support and ensure all Alliance and AmeriCorps requirements are met by their AmeriCorps Promise Fellows. The Host Site may be an individual organization looking to create or strengthen partnerships with one or more schools and one or more community-based organizations to increase the number of youth served.
- Site Supervisor is the individual assigned to provide day to day supervision and support for the Promise Fellow at their Host Site. May also function as the data coach who works with the Member to provide access to data and information regarding youth being served by the Member.

### **I. PURPOSE**

It is the purpose of this agreement to delineate the terms, conditions, and rules of Membership regarding the participation of the Member with Minnesota Alliance With Youth AmeriCorps Promise Fellows (hereinafter referred to as the "Program").

As agreed by Minnesota Alliance With Youth and ServeMinnesota, the Host Site shall serve as the host organization for the Member's service. Therefore, the Host Site is also a party to this agreement.

**Member Terms and Qualifications**

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## II. MINIMUM QUALIFICATIONS

- A. The Member certifies that they are a United States citizen, a United States national, or a lawful permanent resident alien and at least 18 years of age by the start of the program year. Members may be required to submit additional documentation in order for the program to verify their eligibility prior to their start date.
- B. The Member certifies that they have never been convicted of murder as defined and described in 18 U.S.C. § 1111 and/or are listed, or required to be listed, on a sex offender registry.
  - 1. **Background Check and Accompaniment Requirement:**
    - a. The Member understands that full National Service Criminal History background checks are a requirement of the Program and that Host Sites may have additional eligibility requirements based on the Site's background check policies. Host sites are asked to consider a member's qualifications first, without the stigma of a conviction or arrest record, when making decisions regarding member selection. In addition, a Member NOT disclosing prior convictions during application is grounds for automatic dismissal from the Program. A Host Site may request a release of all background checks from the Alliance with written consent of the Member.
    - b. If any background checks are pending at the start of the Member's service, a Member serving with access to vulnerable populations must at all times be accompanied. **Accompaniment is defined as in the constant physical presence and line of sight of a person cleared for access to such populations.** Site Supervisors are responsible for providing continual accompaniment to Members and meeting these requirements.
    - c. The Member and Supervisor will record and certify that such accompaniment took place as directed by the Alliance until notified by the Alliance that the Member's background check results have been received. Any service hours not covered by accompaniment during that time period will NOT be counted towards a Member's final total hours.

## III. TERMS OF SERVICE

- A. The Member's term of service begins and ends on the dates listed in the position details at the beginning of this agreement. The Program and the Member may agree, in writing, to extend this term of service for 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.
- B. Voluntary Pre-Service Activities or Temporary Employment at host sites is allowable, however it must be pre-approved by the Alliance to ensure the position duties do not violate any AmeriCorps or Alliance policies, or jeopardize the member's service term. Any hours in an employment or voluntary position prior to a member's service start date will NOT count towards service hours.
- C. The Member will complete the minimum amount of hours listed in the position details at the beginning of this agreement during their term of service. Please note: this is a minimum requirement of hours; members are expected to meet their full-time, reduced-time, or part-time

capacity requirements as listed in the position details for the duration of their service. Members serving in a full time position may not be in school full-time or have another full-time position and serve with the Program. **Members who fail to maintain this level of hours served will be ineligible for position benefits and may be in danger of not completing their hours to earn the Education Award.**

- D. The Member understands that to successfully complete the term of service (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, they must complete at least the minimum total hours of service based on their term type.
- E. In order to continue service in good standing, members will be required to:
1. Attend the Kickoff! Orientation, complete online training modules, and all required alliance trainings including the November Institute, or any relevant make-up trainings.
  2. Receive satisfactory performance reviews based on mid-term and/or end of term evaluations; and
  3. Complete all required steps in MyAmeriCorps account and all paperwork including timesheets, evaluations, progress reports, and data tracking.
- F. The Member understands that to be eligible to serve additional terms of service the Member must receive satisfactory performance reviews for any previous term of service. The Member's eligibility for an additional term of service with this program will be based on at least a mid-term and end-of-term evaluation of the Member's performance focusing on factors such as whether the Member has:
1. Completed the required number of hours and is up to date on all data requirements;
  2. Attended required Alliance trainings and satisfactorily completed assignments, tasks, or projects; and
  3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.
- G. The Member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.
- H. ***Overview of AmeriCorps Promise Fellow Service Activities:***  
Each Member follows a position description, which was submitted with the Site's Application to host a member. The Position Description provides an outline of proposed service activities and is kept on file in the Alliance office.
1. Members that serve at School and Community-Based Organizations work towards the following goals:
    - a. Coordinate programs and volunteers so that at least 30 youth in grades 6– 12 will demonstrate improvement in attendance, behavior, and/or core academic subjects (math, reading).
    - b. Support a Focus List of at least 30 youth in grades 6-12 who demonstrate need for improvement specifically in attendance and/or behavior and academic indicators and track data on in the OnCorps reporting system.

- c. Engage youth, specifically those on the Focus List, in caring adult, service-learning and out of school time activities during the year.
  - d. Recruit and/or support community volunteers and caring adults, work with youth participants in areas such as mentoring, tutoring, civic engagement, and college/career exploration.
  - e. Meet regularly with the Youth Success Team to review data, identify youth to serve, track student progress, and determine which interventions to connect to individual students or groups of students.
2. Members serving in a full-time capacity (40 hours per week) are expected to meet the above Focus List requirements. Members serving in a reduced-time capacity (30 hours per week) are expected to support a Focus List of 21 students in addition to meeting all other goals. Members serving in a part-time capacity (20 hours per week) are expected to support a focus list of 15 students in addition to meeting all other goals.

#### **IV. POSITION DESCRIPTION**

- A. The position description outlines tasks and duties the Member will perform at their service Site.

Please see Attachment A of this agreement for details.

**Member Benefits**

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## V. BENEFITS

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

1. **Living Allowance:** A living allowance in the amount specified in the position details at the beginning of this agreement (approx., before taxes) will be issued per paycheck.
  - a. The living allowance is taxable and taxes will be deducted directly from the living allowance by both state and federal governments.
  - b. The living allowance will be distributed by the Alliance by direct deposit starting within the month after the Member is enrolled and then as direct deposit twice per month on the 15th and last day of the month thereafter according to the pay schedule provided at the start of the program year. (This may be subject to change).
  - c. The Alliance will only pay a Member's living allowance if the Member has submitted the corresponding timesheet by the due date to show they are actively serving. In addition, timesheets are required to be approved by the Supervisor prior to distribution of the living allowance. The Member's living allowance will be withheld if a timesheet is not completed, submitted by the Member, and approved by the Supervisor on time. The living allowance will be reinstated once all timesheets are complete and the Member will then be paid back for the missing living allowance payment on the next scheduled pay date.
  - d. Members are required to serve in a full-time, reduced-time or part-time capacity (as listed in the position details at the beginning of this agreement) for the entire term of service. In extreme extenuating circumstances, the Member may be permitted by the Alliance and the Host Site to conclude their term of service before the originally agreed upon end of term only if the minimum number of hours have been completed. If an early exit date is granted, the Member understands that they will no longer receive the living allowance if they are no longer accruing hours and actively serving. No payment will be provided for the time the Member is not actively serving and accruing service hours. Similarly, if the Member is selected after the program's start date, no back pay will be issued to make up for any missed payments. The living allowance is not an hourly wage and payments do not fluctuate based on the number of hours served in a regular time period.
  - e. Administrative Hold of Living Allowance – Members agree to comply with all terms of the Member Agreement and policies of Minnesota Alliance With Youth. In such cases where a Member does not comply, the Alliance reserves the right to put an Administrative Hold on the payment of the Member's living allowance until the Member becomes compliant. Once the Member is in compliance any back living allowances will be paid during the next scheduled pay date. Non-compliance can include, but is not limited to:
    - i. Timesheets not being submitted and approved by the due dates;
    - ii. Data tracking not entered or updated as required;
    - iii. Required paperwork not complete within deadlines; and/or
    - iv. Members not meeting their weekly hours expectations or not meeting their minimum hour requirement.
2. **Health Insurance:** Minnesota Alliance With Youth will provide Health Insurance for Members serving in a full-time capacity (reduced-time, 1200 hour positions, and part-time, 900 hour positions, are not eligible for this benefit), Members not otherwise covered by a health care policy at the time of enrollment into the AmeriCorps Promise

Fellow program or for those Members who lose coverage during their term of service as a result of participating in the Program or through no deliberate act of their own. Members will receive health insurance while actively serving and 100% of the premium will be paid for by the Alliance. **Minnesota Alliance With Youth will not cover health care costs for family members.**

- a. Minimum Benefits for member serving in a full-time capacity (40 hours per week):
- Physician services for illness and injury;
  - Hospital room and board;
  - Emergency room;
  - X-ray and laboratory;
  - Prescription drugs;
  - Mental/nervous disorders;
  - Substance abuse coverage;
  - An annual deductible of no more than \$175 charges per Member;
  - No more than \$2,750 total annual out-of-pocket per Member (includes deductible);
  - The plan offers a limited dental benefit;
  - A 20% co-pay for in-network providers

***The Health Insurance benefits are fully compliant with the Affordable Care Act and are subject to change to comply with the Affordable Care Act and requirements from the Corporation for National and Community Service.***

***Child Care Allowance:*** If applicable, a child care allowance will be provided by GAP Solutions, Inc. directly to the provider for eligible Members. (GAP Solutions will distribute this allowance evenly over the term of service on a bi-weekly basis). Members interested in obtaining this benefit are required to notify the Alliance and are only eligible while actively serving. Please note: this benefit is not offered to members serving in a reduced-time position (1200 hours) or part-time positions (900 hours).

***Education Award:*** Upon successful completion of the Member's term of service, the Member may be eligible to receive an Education Award from the National Service Trust. For successful completion of a term of service, the maximum amount of Education Award the Member may be eligible to receive is listed in the position details at the beginning of this agreement. **A Member is only eligible to receive up to a total value of two full-time education awards through service with AmeriCorps.**

If the Member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the Member agrees to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if the Member is enrolled in an institution of higher education on an ability to benefit basis or the Program has waived this requirement due to the results of the Member's education assessment.

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

If the Member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay up to 100% of the interest that accrued on the loan during the term of service. The member may need to choose this option prior to using their education award for full benefit.

**Worker's Compensation:** The Alliance provides workers compensation for Members that are injured at their Site while serving. To file a claim, please contact Kita Yang, [kyang@mnyouth.net](mailto:kyang@mnyouth.net), (651) 529-2013, **within 24 hours of the accident.**

**Mileage Reimbursement:** Host Sites, **not the Alliance**, will provide reimbursement for mileage for required AmeriCorps trainings, Promise Fellow Institute, and AmeriCorps retreats. Reimbursement rate is based upon the Host Site's policies and procedures. Members should contact their Site Supervisor for information on Site specific policies and procedures.

**Reasonable Accommodations:** Individuals may request reasonable accommodation as an applicant and/or at any point in their AmeriCorps service. Reasonable accommodation requests related to day-to-day service can be requested through the host site or through the Alliance. Host Sites, with the support of the Alliance, will process requests for reasonable accommodation and, where appropriate, provide reasonable accommodations in a prompt, fair and efficient manner for accommodations relating to day-to-day service at the Host Site; and will work with the Alliance in providing reasonable accommodations relating to the application process. Host Sites may process reasonable accommodation requests in accordance with their organization's ADA compliant Reasonable Accommodation Policy and/or request consultation from the Alliance in the absence of a policy. Any AmeriCorps applicant, member, or supervisory staff may consult the Alliance Chief Practice Officer for further information or assistance in connection with requesting or processing a request for a reasonable accommodation.

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## VI. RULES OF CONDUCT

- A. According to AmeriCorps Provisions and the Alliance Code of Conduct, at no time may the Member:
1. Engage in any activity that is illegal under local, state or federal law.
  2. Engage in activities that pose a significant safety risk to others.
  3. Engage in any AmeriCorps prohibited activities 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):
    - 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 these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
      - v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
    - i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
    - j. Providing abortion services or referrals for receipt of such services;

- k. Engage in activities that are already available in the locality of a program and are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides;
- l. *Non-displacement*: The AmeriCorps Promise Fellow position may not displace an employee in any of the following ways (see 45 CFR § 2540.100(f)):
  - i. 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;
  - ii. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance;
  - iii. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual;
  - iv. 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;
  - v. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that —
    - a. Will supplant the hiring of employed workers; or
    - b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - vi. 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—
    - a. Presently employed worker;
    - b. Employee who recently resigned or was discharged;
    - c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
    - d. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
    - e. Employee who is on strike or who is being locked out;
- m. *Non-duplication* (see 45 CFR § 2540.100(e)): 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 (l) 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; and
- n. Such other activities as CNCS may prohibit.

4. ***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- CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.***

B. Under the Drug-Free Workplace Act, (41 U.S.C. § 701 et seq.), a Member must immediately notify the Alliance program staff if they are charged or convicted under any criminal drug statute. A Member's participation in the Program is conditioned upon compliance with this notice requirement and the Alliance will take action for any violation of this.

1. **As a Member you are hereby notified that:**

- a. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on Minnesota Alliance With Youth and Host Site property;
- b. Conviction of any criminal drug statute must be reported immediately to your Supervisor and program staff of the Alliance;
- c. The Member's participation is conditioned upon compliance with the notice requirements; and
- d. Certain actions will be taken against Members for violations of such prohibitions.
- e. Criminal Drug Convictions: Members must notify the Alliance and Supervisors in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such a conviction. The Alliance must take appropriate action up to and including termination or Member release for cause consistent with the Corporations' rules of termination and suspension of service, or require the employee or Member to satisfactorily participate in an approved drug abuse assistance or rehabilitation program.

C. The Member is expected at all times while acting in an official capacity as an AmeriCorps Member to:

1. Abide by all provisions, policies, and regulations of Minnesota Alliance With Youth and the Host Site.
2. Demonstrate mutual respect toward others.
3. Follow directions of Minnesota Alliance With Youth and Host Site staff.
4. Conduct themselves in a manner exemplary as a role model to youth and others and in compliance with AmeriCorps standards.
5. Direct concerns, problems and suggestions to their Supervisor and Alliance program staff.
6. Keep Alliance program staff AND the Site Supervisor informed of their schedule and activities during service hours and report changes in a timely manner so the appropriate action can be taken to cover or reschedule activities, and keep the Alliance informed as it pertains to Alliance activities.
7. Keep confidential and proprietary information strictly confidential, in accordance with Alliance and Host Site policies and procedures, including for reporting violations, and consistent with state and federal laws.

8. Wear Alliance provided AmeriCorps gear daily while serving.

D. The Member understands that the following acts also constitute a violation of the program's rules of conduct and repeated offenses could result in being released from the term of service:

1. A pattern of unauthorized tardiness.
2. A pattern of 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, lying, or destruction of property.
6. Failure to perform duties outlined in the Member Position Description.
7. Failure to complete required paperwork on time, including but not limited to: enrollment paperwork, timesheets, mid and end of year evaluations, progress reports, etc. or maintain up-to-date data entry.
8. Failure to establish and/or maintain appropriate professional boundaries.
9. Failure to maintain target level of hours needed to successfully complete the term of service by the end of their term.
10. Engaging in any activity that may physically or emotionally damage other Members of the program or people in the community. Reckless or irresponsible behavior that may endanger service recipients, other Members, Host Site staff, Alliance program staff or people in the community.
11. Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service.
12. Consuming alcoholic beverages during the performance of service activities.
13. Being under the influence of alcohol or illegal drugs during the performance of service activities.
14. Failing to notify the program of any criminal arrest or conviction that occurs during the term of service.
15. Other acts that violate the spirit of the AmeriCorps program and interfere with the Member's ability to effectively perform service such as poor attitudes, inability to serve effectively as a team Member at the Host Site, inappropriate use of social media or other forms of electronic communication, etc.

E. A Member cannot perform any service, training or accrue hours outside of the United States. In addition, Promise Fellow members must limit their service to within the state of Minnesota unless they have received express written permission from the Alliance.

F. Promise Fellows may not perform home visits alone and must be accompanied by a host site staff member if they perform home visits to any Focus List youth. Members must follow all site specific policies and procedures, including but not limited to safety procedures, site specific

non-discrimination/harassment reporting procedures, expectations of professionalism and appropriate boundaries for working with youth, and home visits

- G. Members must not drive or be alone with students unless expressly trained in accordance with host site policies and procedures. If a member drives their personal vehicle for service related activities, any damages caused to a member's personal vehicle will fall under their own driver's/liability insurance
- H. **Independent Service Hours Policy:** Independent member service activities can be defined and categorized as: a) Telecommuting and/or offsite hours: service activities members complete within the scope of their program and service site(s) that can be completed remotely; or b) Member initiated hours: service and training activities the Member independently identifies and pursues unassociated to their program, service site(s) and the primary duties of their position. For all independent service hours, members and sites must follow Alliance policies regarding allowable activities, pre-approval process, proper documentation, and ensuring adequate accountability measures in order for these hours to count towards service.
- I. **Attendance Policy:** Members are asked to follow the attendance policies of both the Program and their Host Site. Failure to follow the protocols outlined below could result in suspension of living allowance and/or termination of term of service.
1. **Alliance Training, and AmeriCorps sponsored events:** Members are required to attend Corps Trainings, Site visits and specific Alliance and AmeriCorps sponsored events, as directed by the Alliance. Supervisors are expected to attend Supervisor Orientation, Supervisor Trainings and participate in Site visits.
  2. **Excused Absences:** An excused absence is one in which proper notification was given to the Alliance program staff and Host Site Supervisor and the Member received permission to miss serving at their Site for that day or attending a required training. These absences can be made up by the Member. Excused absences include absences approved for jury duty or continuing education training days. More than four absences during the program may make your chances of meeting the minimum service hours requirement a challenge. Members are encouraged to contact the Alliance program staff and their Host Site Supervisor to develop a plan to ensure they are able to complete their term of service.
  3. **Illness:** Members absent due to illness must notify the Host Site Supervisor and/or Alliance program staff (if it is absence from a required training) stating the reasons for the absence. Members are asked to contact their Host Site Supervisor and/or Alliance program staff in their preferred manner of communication (phone or email) stating the reasons for the absence. Cases of extreme illness or emergency that occur in which the Member is unable to notify their Supervisor or the Alliance prior to their absence will be handled on a case-by-case basis.
  4. **Unexcused Absences:** An unexcused absence is one in which proper absence notification was not given to the Alliance program staff and/or Host Site Supervisor. Proper notification means contacting the Alliance and/or Host Site Supervisor in their preferred manner of communication (phone or email) at least 24 hours prior to the event to notify them of the absence at the training or Host Site on a particular day. A Member with more than one unexcused absence is in danger of not completing their term of service, losing out on their Education Award and could be put on probation or dismissed from the program. Members **MUST** make alternate arrangements to make up for missing training/service hours. Contact Alliance program staff for details for how to do so.

5. ***Inclement Weather Cancellation Policy:*** Due to the fact that some Members will be asked to travel to central locations for training/meetings, the Alliance has established a cancellation policy for required trainings. If a meeting is cancelled due to inclement weather, a decision will be made by 7 am on the morning of the training and communicated via email to all Members and Site Supervisors. *Please note that if there is a high possibility for bad weather, the Alliance will most likely err on the side of caution and cancel the gathering.*
  6. ***Jury Duty:*** Members are free to serve Jury Duty if called. Members are eligible to earn service hours for the time they would normally be at their Site and serving. For example, if a Member normally is at their Site 8 am to 3 pm, yet their jury duty calls for them to be there from 8 am to 5 pm, they would only be eligible to count the hours from 8 am to 3 pm towards their service requirements.
  7. ***Vacation Days:*** Members do not receive vacation days. Any time off requests should be approved by the Host Site Supervisor and the Member should follow the routines of their Host Site. The Member understands that if they take off days of service for personal reasons, school holidays or school breaks, then they are expected to make arrangements to make-up those hours at another date to ensure the Member does not fall behind and becomes unable to complete their term of service. Any questions regarding time off should be referred to the Alliance program staff and Host Site Supervisor as soon as possible.
- J. ***Fundraising (see 45 CFR § 2520.40-.45):*** A Member may spend no more than ten percent of their originally agreed-upon term of service, as reflected in the Member enrollment, performing fundraising activities.
1. **Members may raise resources directly in support of their program's service activities, but not for general operating funds.**
  2. Examples of fundraising activities Members may perform include, but are not limited to, the following:
    - a. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
    - b. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
    - c. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
    - d. 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; and
    - e. Seeking donations from alumni of the program for specific service projects being performed by current Members.
  3. Members may not:
    - a. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment; or

b. Write a grant application to the Corporation or to any other Federal agency.

**K. *Alliance Racism and Discrimination Protocol***

The work of Minnesota Alliance With Youth is guided by three core organizational values; equity, quality and collaboration. The Alliance leads with the value of equity by challenging the status quo and resisting and confronting everyday racism. Alliance staff serve as advocates for AmeriCorps members as they encounter inequities, racism, or discrimination in any aspect of their service and tenure with the Alliance. The Alliance is dedicated to addressing educational inequities, disrupting systems of oppression, and advancing equity. We partner with sites in this work and will support students, members, and sites in exemplifying these values.

Equity Support: Alliance staff are committed to supporting members/students/sites facing and/or addressing issues of inequity and discrimination. Alliance staff are committed to intervening when harm is being caused to members and/or students. The Alliance has created reporting tools and response procedures to address these issues as they arise. Upon receiving a report regarding equity concerns, Alliance staff will communicate with members and the host site to seek clarity and a resolution to the concerns. The Alliance is committed to using restorative approaches, protecting students from -isms, and sharing the stories of our members working to address inequities.

Safety Concerns: Alliance staff will support and work to address safety concerns that are reported to our organization. The Alliance has created reporting tools and response procedures to address these issues. Disclosure forms will be made available to members, site staff, and students for confidential reporting to the Alliance.

## Member Discipline Process

### VII. DISCIPLINE POLICY

- A. In general, for violating the above stated rules in Section VI, the Program will go through the following process (except in cases where during the term of service the Member has been charged with or convicted of a violent felony or possession, sale or distribution of a controlled substance, or has caused significant physical or emotional harm to another individual):
1. For the Member's first offense: An appropriate program official (including Host Site supervisor and/or Minnesota Alliance With Youth staff) will issue a verbal warning to the Member. Documentation must be provided immediately in writing to the Alliance to be kept in the Member's file.
  2. For the Member's second offense: Upon notice from the Host Site, Alliance staff will contact both Member and Supervisor to review the circumstances and steps taken to improve the Member's performance. The Site Supervisor will use the Alliance's template in the development of any action plan designed to improve and/or correct the performance of the member, and submit it to the Alliance for final review and approval. The Alliance, Supervisor, and Member will meet for an appropriate program official to issue a written warning and reprimand the Member. A copy of the written warning and the mutually agreed upon improvement plan will be signed by the member, supervisor, and Alliance staff, and kept on file with the Alliance.
  3. For an additional offense:
    - a. The Alliance may suspend the Member for one day or more without compensation and the Member will not receive credit for any service hours missed. Notification will be made in writing by the Alliance and kept on file. Alliance staff will conduct mediation between the parties, if needed. The Member will have the opportunity to continue to make improvements according to the outlined improvement plan.
    - \*\*\*\*OR\*\*\*\*
    - b. The Alliance may release the Member for cause. Notification of release for cause will be provided in writing to both the member and their Host Site supervisor/organization.
- B. The Member understands that they may be immediately suspended or released for cause in accordance with Section VI for committing certain acts during the term of service, including but not limited to, being convicted or charged with a violent felony or possession, sale, or distribution of a controlled substance; causing significant physical or emotional harm to another individual; or other violation of the Member Agreement.

### Release from Term of Service Process

## VIII. RELEASE FROM TERMS OF SERVICE

- A. The Member may be released by the Program from their term of service in the following two ways:
1. Suspension, as described in paragraph (F) of this section; or,
  2. Termination.
- B. The Member understands that they may be terminated for the following two reasons:
1. For cause, as explained in paragraph (C) of this section; or
  2. For compelling personal circumstances as defined in paragraph (D) of this section.
- C. 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 multiple offenses in accordance with paragraph (F) of this section of the agreement;
  4. The Member has committed any of the offenses listed in Section VI paragraph (C); or
  5. Any other serious breach that, in the judgment of Minnesota Alliance With Youth staff, would undermine the effectiveness of the Program.
- D. The Program may release the Member from the term of service *for compelling personal circumstances* if the Member demonstrates that:
1. The 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 the Member;
  3. The Member has Military Service obligations;
  4. The Member has accepted an opportunity to make the transition from welfare to work; or
  5. Some other unforeseeable circumstance beyond the Member's control makes it impossible or unreasonably difficult for the Member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or the Program.
- E. Compelling personal circumstances *do not* include leaving the Program:
1. To enroll in school;

2. To obtain employment, other than in moving from welfare to work; or
3. Because of dissatisfaction with the Program.

F. The Program may suspend the Member's term of service for the following reasons:

1. During the term the Member requests a suspension based on compelling personal circumstances, as described in paragraph (D) of this section. During the suspension from service, the Member will not receive credit for service hours or benefits (as described in Section V). The Member may resume their term of service once the circumstances supporting the suspension have been resolved. However, a suspension may last no more than two years from the date of suspension. If the Member does not resume their term within the two year period, the Member may request that the Program exit the Member and the Member may be eligible for a partial education award based on the number of hours served in the term.
  2. 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 their term of service. The Member, however, will not receive back living allowances or credit for any service hours missed.)
  3. 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 they have enrolled in an approved drug rehabilitation program, the Member may resume their term of service. The Member will not receive back living allowances or credit for any service hours missed.)
  4. During the term of service the Member is the subject of an investigation at the Host Site or Alliance level. Upon the resolution of the investigation, the Alliance may determine to reinstate or terminate the member's service. Members reinstated may resume their term of service, but will not receive back living allowances or credit for any service hours missed.
  5. The Program may suspend the Member's term of service for violating the rule of conduct provisions set forth in Section VI of this agreement or failing to meet service expectations.
- G. If a Member fails to complete the Exit Process as set by the Alliance and all required exit paperwork, they will be exited for cause. The Member's service will be terminated as of the last completed timesheet.
- H. If the Program releases the Member for cause or for compelling personal circumstance, the Member will cease to receive the benefits described in paragraphs (A) and (C) of Section V.
- I. If the Program releases the Member for cause, the Member will receive no portion of the Education Award. If, however, the Program releases the Member for compelling personal circumstances, the Member may be eligible to receive a prorated education award, provided the Member has completed at least 15 percent of the minimum hours needed to complete the term of service and have provided the Alliance with the required documentation.
- J. A term that ends early and 15 percent of hours or more have been served, either for cause or for compelling personal circumstances, is still considered a term and the Education Award that the Member receives, or would have been eligible to receive, will count towards the total of two Education Awards an individual may receive through service with AmeriCorps.

K. *Members are not considered employees and do not qualify for any employee benefit such as unemployment compensation upon completion of their term of service. Please note that AmeriCorps Members are not eligible for Unemployment insurance and cannot make claims for support.* Pursuant to the AmeriCorps Provisions, Section B.11.div. (page 25) "The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists." In the National and Community Service Trust Act of 1993, Congress included the following provision: "(B) RULE. A participant shall not be considered to be an employee of the program in which the participant is enrolled." 42 U.S.C. 12511(17)(B). *Therefore, an AmeriCorps participant is not an employee of the program for purposes of the Fair Labor Standards Act.*

Further, Minnesota Economic Security law, Section 268.04 Subd. 12 (10)(d). provides that the term "employment" does not apply to service performed (d)"as part of an unemployment work relief or work training program assisted or financed in whole or in part by any federal agency or an agency of a state of political subdivision thereof, by an individual receiving such work relief or work training." The provision applies to participants who perform the services for the state of Minnesota or an instrumentality of the state, including a charitable or educational organization.

*Therefore, according to the provisions and laws stated above, the Member and Host Site understands that they are not eligible to receive unemployment compensation benefits from their AmeriCorps term of service, regardless of exit status.*

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Grievance Procedures

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## VIII. GRIEVANCE PROCEDURES

- A. The Member understands that the Alliance has a grievance procedure to resolve disputes concerning the Member's suspension, dismissal, service evaluation, or proposed service assignment.
- B. The Member understands that, as a participant of the Program, they may file a grievance in accordance with the Program's grievance procedure.
  - 1. In general, all aggrieved parties, such as Members, applicants or any other interested parties, should attempt to resolve any problems or disputes with the other party on a one-to-one basis. The issues should be clearly stated and understood by both parties.
  - 2. In the event that informal efforts to resolve disputes are unsuccessful, the aggrieved party understands that, as a participant of an AmeriCorps program, he/she may file a grievance in accordance with the following grievance procedure.

State and local applicants that receive assistance from the Corporation 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. A grievance procedure may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation's inspector general.

- c. **Alternative dispute resolution.**

- 1. The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of their right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
- 2. If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.

- d. **Grievance procedure for unresolved complaints.** If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of their right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

- e. **Time limitations.** Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30

calendar days after the filing of such grievance. A decision on any such grievance must be made no later than 60 calendar days after the filing of the grievance.

f. **Arbitration**

1. **Arbitrator:**

- i. **Joint selection by parties.** If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.
- ii. **Appointment by Corporation.** If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporation's Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

2. **Time Limits**

- i. **Proceedings.** An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.
- ii. **Decision.** A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.

3. **The cost.** The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

g. **Suspension of placement.** If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.

h. **Remedies.** Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include:

1. Prohibition of a placement of a participant; and
2. In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—
  - i. Reinstatement of the employee to the position they held prior to the displacement;
  - ii. Payment of lost wages and benefits;
  - iii. Re-establishment of other relevant terms, conditions and privileges of employment; and
  - iv. Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.

i. **Suspension or termination of assistance.** The Corporation may suspend or terminate payments for assistance under this chapter.

- j. ***Effect of noncompliance with arbitration.*** A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

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**Discrimination and Harassment Policy**

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## **IX. NON-DISCRIMINATION AND SEXUAL HARRASSMENT POLICY**

Minnesota Alliance With Youth does not discriminate based on race, color, sexual orientation, military discharge, sex, national origin, age, disability, religion, or any other characteristic unrelated to the ability to perform the essential functions or basic tenets of the Alliance, or any bona fide occupational qualifications.

In addition, it is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, 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, individuals may bring a complaint to the attention of the Corporation for National and Community Service. If a member believes that they or others have been discriminated against, or if they want more information, contact:

Minnesota Alliance With Youth  
2233 University Ave W  
Suite 235  
St. Paul, MN 55114

or

Office of Civil Right and Inclusiveness, Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
1-800-833-3722 (TTY and reasonable accommodation line)  
(202) 565-3465 (FAX); eo@cns.gov (email)

To be accepted in a formal complaint of discrimination, complaints should be brought to the attention of OCRI within 45 days of their occurrence.

The Alliance makes every effort to ensure that its Host Sites have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their service Host Site are encouraged to bring these issues to the attention of their immediate Supervisor, superior, and/or Alliance program staff. If the Host Site is found to be engaging in such activities, removal of current Member(s) and denial of future Members at that agency may result.

Discrimination on the part of Members, Alliance staff, and Host Sites will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the program. The Alliance will not tolerate harassment of any kind. Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures. Any Member who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate Supervisor, superior, and/or Alliance staff. Any Member who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from Minnesota Alliance With Youth Promise Fellows program.

Minnesota Alliance With Youth will stand with AmeriCorps Promise Fellows in addressing any harm(s) being done to themselves, other members, or students they serve. AmeriCorps Promise Fellows, as members of the Alliance, reserve the right to report critical incidents first to the Alliance for assessment and support. The Alliance will support host sites that are making efforts to build environments where individuals of all races, colors, sexuality, gender, creed, religion, age, disability status, marital status,

national origin, status with regard to public assistance or any other characteristic protected by applicable federal, state, or local law, feel welcome and supported.

## **X. GRANT PROGRAM CIVIL RIGHTS AND NON-HARRASSMENT POLICY**

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.

Barbara Stewart  
Chief Executive Officer  
March 1, 2018

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## Amendments and Attachments

### X. AMENDMENTS TO THIS AGREEMENT

This agreement may be changed or revised only by written consent by both parties.

### XI. ATTACHMENTS

**Member to complete the following Attachments, including the Certification Page:**

- A. Position Description
- B. Health Insurance Information
- C. Child Care Information
- D. Publicity Release Document
- E. Unemployment Benefit and Insurance
- F. Data Confidentiality Agreement

*Please note the Member Agreement must be completed and on file at the Alliance before the Member can begin accruing hours.*

### ATTACHMENT A: POSITION DESCRIPTION

#### ***AmeriCorps Promise Fellow Position Description***

##### Site Highlight

Join a team of leaders in innovative education at White Bear Lake Area Schools! Utilize your passion and experience to develop personal relationships and provide one-on-one supports that reengage and advance youth who are experiencing at-risk situations. We at White Bear Lake Area Schools believe that the unique experiences, talents, and personality that you possess will have a positive and profound impact on our students' success.

##### White Bear Lake Area Schools Overview

The White Bear Lake Area Schools enjoy the atmosphere of a close-knit community with the learning opportunities of a major metropolitan center. We build quality lives and strong communities through compassion, integrity, respect, responsibility and service. The district is proud of its reputation for excellence in every part of a student's career as well in its commitment to ensuring that each student is the primary agent in their learning. White Bear Lake Area Schools is committed to providing expanding access to a broad range of opportunities that enhance student success at all levels. Our strong Promise Fellow program plays a critical role in the educational heritage of White Bear Lake.

##### White Bear Lake Area Schools Promise Fellow Responsibilities

Promise Fellows at White Bear Lake Area Schools are active and integral members of the student support team at their school site. Each of our Promise Fellows serves at least 30 youth in grades 6-12. Promise Fellows partner with a site-supervisor, school psychologist, social worker, and counselor, as well as staff educators to create the conditions for each of their focus students to re-engage and experience positive academic and social-emotional outcomes. Promise Fellows develop invaluable student relationships, analyze data, make referrals, identify youth who need support, provide academic support, and connect youth to resources and programs that will improve their engagement in school and learning. Promise Fellows are trained in the AVID Tutorial process and instructional strategies and are an active part of the AVID system, providing biweekly tutoring to AVID students. Promise Fellows have access to participate in student after-school and summer enrichment programs if desired.

##### General AmeriCorps Promise Fellow Position Responsibilities

- Build and foster strong relationships with their selected students.

- Coordinate and deliver in and out of school time academic enrichment activities with the goal that at least 30 youth in grades 6-12 will experience academic gains.
- Meet regularly with Youth Success Team to review data and identify youth to serve; track student progress; and determine which interventions to connect to individual students or groups of students.
- Develop and organize projects that engage youth participants in service and leadership activities.
- Recruit and/or support community volunteers, including family members, to work with youth participants in areas such as mentoring, tutoring, civic engagement, and college/career exploration.
- Provide attendance and behavior coaching for students targeted for needing assistance as determined through the multi-tiered system of support approach; promise positive behavior expectations.
- Maintain data entry for program records, complete ongoing youth assessments and submit weekly and monthly reports using an online database system with support from site supervisor and site coordinator.
- Participate in all required Alliance, AmeriCorps, and Host Site meetings and assignments.

**General AmeriCorps Eligibility Requirements**

- Must be at least 18 years old
- Have a high school diploma or GED
- Be a U.S. Citizen or U.S. National or have status as a Lawful Permanent Resident Alien
- Please note that final candidates will be required to successfully pass background checks before being officially enrolled by Minnesota Alliance With Youth.

**General AmeriCorps Promise Fellow Qualifications**

- Interest and experience in youth, service, education, and non-profit work
- Strong written and oral communication skills
- Ability to deal effectively with a variety of tasks, priorities, and people in order to meet goals
- Ability to work effectively with people of a variety of backgrounds and cultures
- Self-motivated, able to work in a team, take initiative and work independently
- Ability to present oneself in a highly professional manner and be an ambassador of the program

**Weekly Schedule**

- Monday-Friday 7:30am-4:30pm (times may vary based on assigned site).
- 40 hours/week Promise Fellows may NOT be in school full time or have another full time position and serve with the Alliance.

**Benefits**

As a full-term, full-time AmeriCorps member, Promise Fellows serve in a full-time (40 hours per week minimum) capacity for a total of 1700 hours (minimum) from September 1st to July 31st (staggered start dates available beyond Sept 1st) and receive: Modest Living Allowance (approximately \$636 twice per month, pre-tax); Health and Dental Insurance; Qualified Federal Student Loan Forbearance; Qualified Childcare Assistance; \$6,095 Education Award upon successful completion of service; Ongoing, extensive support and training. Additional benefits information is available at <https://mnyouth.net/>.

**Please Note:**

- We are committed to recruiting and engaging individuals without regard to disability, gender, race, religion, or sexual orientation.
- This position may not displace another employee or position in any way.
- Reasonable accommodations provided upon request for interviews and service activities.

This document is available in alternative formats.

**ATTACHMENT B: HEALTH INSURANCE INFORMATION**

Eligible for this Position:

All AmeriCorps Members serving in a full-time capacity must be covered by health insurance and are eligible to receive health insurance coverage through their AmeriCorps program. There will be no monthly premium charge to Members; however, co-pays, deductibles, and any other payments as outlined in the health insurance policy will be the responsibility of the Member. A Member is covered only while actively serving in the AmeriCorps program. This will begin with the Member's first day of service and ends the last day of the month of the Member's last day of service, not to exceed 364 days.

The program will provide further information about the health insurance, including the full policy information. Questions about health care coverage should be directed to Kita Yang, kitayang@mnyouth.net, 651-529-2013.

**I have completed enrollment paperwork with Minnesota Alliance With Youth indicating that:**

- I am accepting the health insurance coverage provided by Minnesota Alliance With Youth.
- I am declining the health insurance coverage provided.

**Initial:**

#### **ATTACHMENT C: CHILD CARE ASSISTANCE INFORMATION**

Eligible for this Position:

*If a Member qualifies*, a child care allowance will be provided by GAP Solutions Inc. directly to the Member's child care provider. **Enrolling and managing this benefit is the responsibility of the Member.** Please email Bette Benson at [bbnenson@mnyouth.net](mailto:bbnenson@mnyouth.net) for complete information on how to qualify and apply for this benefit.

A Member is eligible for childcare benefits if they meet the following requirements:

1. Must be an active full-time Member of AmeriCorps;
2. The State and National member's household income must not exceed 75% of the state's median income for a family of the same size; this limit is different for each state and may change annually. The total household income is used to determine your income eligibility excluding your AmeriCorps State & National living allowance.
3. The member must not currently receive a child care subsidy from another source at the time of acceptance into the program (including a parent or guardian) which would continue to be provided while the member serves in the program.
4. The member must be the parent or legal guardian of a child under the age 13.
5. The child must reside with the member. The member must certify that he or she needs child care in order to participate in the AmeriCorps State and National program.

Members are required to obtain a certification of service from the Alliance for all Child Care applications. In addition, Members must immediately notify the Alliance and GAP Solutions, Inc. directly of any changes during the term of service that may affect childcare assistance eligibility.

**I have completed enrollment paperwork with Minnesota Alliance With Youth indicating that:**

- I may qualify for the child care allowance and will pursue this benefit through the information provided above.
- I am not interested and/or I do not qualify for the child care allowance.

Initial:

#### **ATTACHMENT D: PUBLICITY RELEASE DOCUMENT**

Minnesota Alliance With Youth is committed to furthering the discussion and growth of national service in the public realm. As such, "identifying information" (information that can be used to identify a particular corps Member or alumnus, i.e., name, video, photograph and/or likeness, or statements attributed to a specific corps Member) of corps Members and alumni may be used in newspapers, television, publications, radio, and in any other print, electronic, or web-based publicity materials. The following policies define the guidelines for using identifying corps Member's information:

- Minnesota Alliance With Youth will obtain written approval (which is indicated below) from the corps Member or alumnus before identifying information or attributed statements are used in publication. If the Member is under 18 years of age at time of publication, written consent of the parent or legal guardian will also be secured.
- Member and alumni statements or quotations that are provided anonymously and/or published anonymously do not need to be approved by the Member/alumnus.
- By initialing the below acknowledgement and signing of this Member Contract, the Member is approving the future use of their identifying information or attributed statements in publications.

**I have completed enrollment paperwork with Minnesota Alliance With Youth indicating that:**

- I agree** to allow Minnesota Alliance With Youth, ServeMinnesota, the Corporation for National and Community Service, and any other organization authorized by Minnesota Alliance With Youth, to use my name, statements by me, any photographs video, and/or likeness of me at any time during my term of AmeriCorps service, or thereafter, without prior approval. I acknowledge that I will not receive compensation for the use of such materials, and I hereby waive any and all claim to any such

compensation.

**I refuse** to allow *Minnesota Alliance With Youth*, ServeMinnesota, the Corporation for National and Community Service, and any other organization to use my name, any photograph and/or likeness of me at any time during my term of AmeriCorps service, or thereafter, without prior approval. **I acknowledge that it is my responsibility to avoid appearing in any photographs taken during my term of service.**

**Initial:**

#### **ATTACHMENT E: UNEMPLOYMENT BENEFIT AND INSURANCE**

Pursuant to the AmeriCorps Provisions, Section B.11.div. (page 25) "The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists." In the National and Community Service Trust Act of 1993, Congress included the following provision: "(B) RULE. A participant shall not be considered to be an employee of the program in which the participant is enrolled." 42 U.S.C. 12511(17)(B). Therefore, an AmeriCorps participant is not an employee of the program for purposes of the Fair Labor Standards Act.

Further, Minnesota Economic Security law, Section 268.04 Subd. 12 (10)(d). provides that the term "employment" does not apply to service performed (d)"as part of an unemployment work relief or work training program assisted or financed in whole or in part by any federal agency or an agency of a state of political subdivision thereof, by an individual receiving such work relief or work training." The provision applies to participants who perform the services for the state of Minnesota or an instrumentality of the state, including a charitable or educational organization.

Therefore, according to the provisions and laws stated above, the Member understands that they are not eligible to receive unemployment compensation benefits from their AmeriCorps term of service, regardless of exit status.

**I have read and understand the statement above regarding Unemployment Benefits for AmeriCorps Members.**

**Initial:**

#### **ATTACHMENT F: DATA CONFIDENTIALITY AGREEMENT**

I acknowledge my responsibility to respect the confidentiality of student records and to act in a professional manner in the handling of student data. I will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws.

Furthermore, I agree to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from Members, Host Site organizations, OnCorps, or any other file or application I have access to:

- I will comply with state and federal confidentiality laws, including the state student records regulations (Minnesota Statutes §13.32); the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and 34 CFR Part 99; and the public records law, M.G.L. c. 66, § 10 and M.G.L. c. 4, § 7 Cl. Twenty-sixth; and the Minnesota Alliance With Youth Student Data Confidentiality Agreement.
- Student data will only be accessed for students for whom I have a legitimate educational interest and will be used for the sole purpose of improving student achievement.
- I understand that student specific data should not be transmitted via e-mail or as an e-mail attachment unless the file is encrypted and/or password protected.
- I understand that it is illegal for a student to have access to another student's data. I will not share any student's information from any source with another student.
- I will securely log in and out of the programs that store student specific data. I will not share my password. Any documents I create containing student specific data will be stored securely or within a password protected environment. I will not store student specific data on any personal computer and/or external devices that are not password protected. (External devices include but are not limited to USB/Thumb drives and external hard drives)
- Regardless of its format, I will treat all information with respect for student privacy. I will not leave student data in any form accessible or unattended, including information on a computer display.

<sup>1</sup> "Student data" means the records, files, documents, and other materials that contain information directly related to a student and are maintained by an educational agency or by a person acting for such agency or institution.

**By initialing below, I acknowledge, have read, understand and agree to accept all terms and conditions of the Minnesota Alliance With Youth Student Data Confidentiality Agreement.**

**Initial:**

## **XII. CERTIFICATION AND AUTHORIZATION**

**The Member hereby acknowledges by their signature that they have read, understand, and agree to all terms and conditions of Minnesota Alliance With Youth's Member Service Agreement.** (If the Member is under the age of 18 years old, the Member's parent or legal guardian must also sign.)

*\*Please note that the date the Member Agreement is signed must correspond or be PRIOR to the Member's official start date with the Program– the first date the Member may begin accruing service hours on timesheets.*

**AmeriCorps Promise Fellow:**

**Signature**

(checking the checkbox above is equivalent to a handwritten signature)

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**The Host Site hereby acknowledges by their signature that they have read, understand, and agree to all terms and conditions of Minnesota Alliance With Youth's Member Service Agreement.**

*\*Please note that the date the Member Agreement is signed must correspond or be PRIOR to the Member's official start date with the Program– the first date the Member may begin accruing service hours on timesheets.*

**Host Site:** White Bear Lake Area Schools

**Authorized Host Organization Representative:** Bette Benson

**Signature**

(checking the checkbox above is equivalent to a handwritten signature)