

MEMBER SERVICE AGREEMENT 2024-25

AmeriCorps Promise Fellows

I. Purpose

It is the purpose of this agreement to delineate the terms, conditions, and rules of the membership regarding the participation of {**\$MemberFullName**} (“Member”) in the Promise Fellow AmeriCorps Program (“Program”).

II. Position Description

Member will be enrolled with the Program as an AmeriCorps Promise Fellow Member at {**\$HostSite**}. Attachment A, Member Position Description, contains the full description of member duties and responsibilities. {**\$HostSite**} is the member service site.

Member’s site supervisor is {**\$SupervisorName**} ({**\$SupervisorEmail**}). This will be the person who provides you with oversight and support for your day-to-day member activities.

III. Terms of Service

- (a) Member’s term of service begins on {**\$StartDate**} and ends on {**\$EndDate**}. Member is expected to complete the specified number of Minimum Hours Required over the course of the term of service and is required to serve through the service end date regardless of when they complete the minimum service hours unless otherwise approved by the Program and service site. Program and Member may agree, in writing, to extend this term of service for the following reasons:
 - a. Member’s service was suspended due to compelling personal circumstances
 - b. Member’s service was terminated, but a grievance procedure has resulted in reinstatement
- (b) The member must complete a minimum of {**\$TotalHours**} total hours to complete their term of service successfully and to be eligible for the education award.
- (c) The Member understands that in order to be eligible to serve a subsequent term of service, they must receive satisfactory performance reviews for any previous term(s) of service. Member’s eligibility for a subsequent term of service with this Program will be based on at least an end-of-term evaluation of Member’s performance focusing on factors such as whether Member has:
 - (1) Satisfactorily completed assignments, tasks, projects (including data tracking) and attending all required Program training
 - (2) Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service

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

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- (d) **National Service Criminal History Check.** Member's service as an AmeriCorps member is contingent on the results of the criminal background and sex offender registry check. Any person convicted of murder as defined and described in section 1111 of title 18, United States Code, as well as anyone who is registered or required to be registered as a sex offender is ineligible to serve as an AmeriCorps member. Member understands that they have the right to challenge the factual accuracy of any findings.
- (e) 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 member's service term. Any hours in an employment or voluntary position prior to member's service start date will not count towards service hours.

IV. Benefits

The Member will receive the following benefits from the Program:

- (a) **Living Allowance.** The living allowance is designed to help members meet the necessary living expenses incurred while serving in the AmeriCorps Program. The Program cannot pay a living allowance on an hourly basis. It is not a wage and cannot fluctuate based on the number of hours served in each time period. Members must be paid from the date service begins to the date service ends. The living allowance may be prorated at the beginning or end of the member's term of service in accordance with the program's payroll policy.
 - (1) The living allowance is paid in equal increments while Member serves, unless prorated as stated in paragraph (a). The Member is expected to serve in accordance with the service schedule as outlined in the Member Position Description or follow the requirement of the Program to make alternate arrangements. The living allowance will be distributed semimonthly by direct deposit. The semimonthly amount will be {\$LivingStipend} (pre-tax).
 - (2) The living allowance is paid to the Member by the Program, and the Member is prohibited from accepting additional compensation (including items like cash or gift cards) directly from the service site. This prohibition does not preclude Member from seeking supplemental employment with another entity, provided such employment does not conflict with AmeriCorps service. It also does not prohibit the member from receiving program-approved incentives such as a retention bonus, gifts, or a pass for free/reduced parking at the service site location.
 - (3) The living allowance is taxable, and taxes will be deducted directly from the living allowance.
 - (4) The Member, as an AmeriCorps participant, is not an employee of the Program for purposes of the Fair Labor Standards Act and is not eligible to receive unemployment compensation benefits from their AmeriCorps service, regardless of exit status.
 - (5) The Program reserves the right to put an administrative hold on the payment of the member's living allowance. When the reason for the administrative hold is resolved, the back living allowance will be paid during the next scheduled pay date. Administrative holds occur, but are not limited to, the following reasons:
 - a. Timesheets not being submitted and approved by the due dates
 - b. Data tracking not entered or updated as required
 - c. Required paperwork not complete within deadlines
 - d. Members are not meeting their hour expectations
- (b) **Health Care Benefits.** The Program will make health insurance available to the Member if serving in a full-time capacity for an extended period of time and not otherwise covered by a healthcare policy at the time service begins. Coverage is not available for family members or dependents. Program health

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insurance is also available to the Member during the term of service if coverage is lost through no deliberate act of their own. Member must notify the program if eligibility for health insurance changes during the term of service within 30 days of the health insurance change. *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 AmeriCorps.*

- (c) **Childcare Benefits.** If applicable, childcare benefits will be provided by the official AmeriCorps Child Care provider (GAP Solutions Inc.) directly to the childcare provider for care of Member's child(ren). Additional eligibility information and forms may be found online at: <https://americorpschildcare.com/>.
- (d) **Worker's Compensation.** The Alliance provides worker's compensation for members injured at their site while serving. To file a claim, please contact Kita Yang, kyang@mnyouth.net, 651-529-2013, **within 24 hours of the accident.**
- (e) **Mileage Reimbursement.** service sites will reimburse for mileage for required AmeriCorps training and retreats. The reimbursement rate is based on the service site's policies and procedures.
- (f) **Segal AmeriCorps Education Award.** Upon successful completion of Member's term of service, they are eligible to receive an AmeriCorps education award from the National Service Trust in the amount up to **{\$EducationAward}**.

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

- (1) The Member must certify that they have received a high school diploma or equivalent (including an alternative diploma or certificate for individuals with learning disabilities). If Member has not yet received a high school diploma or its equivalent, they agree 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 Program has waived this requirement due to the results of the Member's education assessment.
 - (2) 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.
 - (3) Under federal regulations, an individual cannot earn more than the aggregate value of two full-time education awards. Member may be eligible to receive a portion of an award amount for serving an additional term if receiving the full amount would cause the person to exceed the value of two full-time awards.
 - (4) A member who has completed at least 15 percent of the term of service and performed satisfactorily prior to being granted a release for compelling personal circumstances may receive a prorated education award. See IX. c for information on release for compelling personal circumstances.
 - (5) Member understands that under the Drug-Free Workplace policy, Attachment C, they must notify the Program in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction.
- (g) **Loan Forbearance and Public Student Loan Forgiveness.** The Member may be eligible for the following benefits, but these benefits are not managed by the Program.

Member Initials: _____

Date: _____

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

V. Member Service Restrictions and Limitations

PROHIBITED ACTIVITIES

45 CFR § 2520.65

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

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

Member Initials: _____

Date: _____

- A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from participating in advocacy activities undertaken at their own initiative; and
- An organization engaged in the religious activities described above in prohibited activity 7, unless Corporation assistance is not used to support the religious activities.

9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;

10. Providing abortion services or referrals for receipt of such services;

11. Such other activities as Corporation/ServeMN may prohibit.

12. In addition to the above activities, the below activities are additionally prohibited:

- Census Activities (such as promotion of the Census, education about the importance of the Census, etc.). Being a census taker during service hours is categorically prohibited. Census-related activities do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.
- Election and Polling Activities such as providing services for election or polling locations or in support of such activities.
- 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 engaging in any of the above activities on their personal time.

FUNDRAISING ACTIVITIES

45 CFR § 2520.40

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

- Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
- Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
- Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
- Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
- Seeking donations from alumni of the program for specific service projects being performed by current members.

Member may not:

- Raise funds for their living allowance; raise funds for an organization's operating expenses or endowment;
- Write a grant application for funding to the Corporation or to any other Federal agency.

FUNDRAISING TIME

45 CFR § 2520.45

Member may spend no more than ten percent of their term of service, performing acceptable fundraising activities as described above.

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PROGRAM EDUCATION AND TRAINING TIME**45 CFR § 2520.50**

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

VI. Standards of Conduct

- (a) Member is expected to, at all times while acting in an official capacity as an AmeriCorps member:
 - (1) Comply with the rules and standards of the Program and the service site
 - (2) Demonstrate mutual respect toward others
 - (3) Follow directions of Program and service site
 - (4) Direct concerns, problems, and suggestions to Program staff.
 - (5) Wear Program-provided AmeriCorps gear daily while serving
- (b) Member understands that the following acts also constitute a violation of Program's standards of conduct:
 - (1) Unauthorized tardiness
 - (2) Unauthorized absences
 - (3) Repeated use of inappropriate language (i.e., profanity) at a service site
 - (4) Wearing inappropriate or unsafe clothing to service assignments
 - (5) Stealing, lying, or destruction of property
 - (6) Failure to complete program requirements on time, including but not limited to: enrollment paperwork, timesheets, evaluations, progress reports, or maintain up-to-date data entry
 - (7) Failure to maintain a target level of hours needed to successfully complete the term of service by the end of the term
 - (8) Failure to establish and/or maintain appropriate professional boundaries
 - (9) Engaging in any activity that may physically or emotionally damage other members of the program or people in the community
 - (10) Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs during the term of service
 - (11) Consuming alcoholic beverages during the performance of service activities
 - (12) Being under the influence of alcohol, Marijuana/ THC, or any illegal drugs during the performance of service activities
 - (13) Failure to notify the program of any criminal arrest or conviction that occurs during the term of service
 - (14) Failure to carry the duties outlined in the position description

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- (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 service site.

VII. Non-duplication and Non-displacement

The Member should be aware of these additional restrictions on service activities. Any questions or concerns about these provisions should be brought to the attention of the Program. **45 CFR § 2540.100(e)-(f)**

- (a) **Nonduplication.** Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
- (b) **Non-displacement.**
- (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 member in a program receiving Corporation assistance.
 - (2) An organization may not displace a volunteer by using a member in a program receiving Corporation assistance.
 - (3) A Member Position Description will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 - (4) A member in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 - (5) A member in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that —
 - (i) Will supplant the hiring of employed workers; or
 - (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - (6) A member in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any —
 - (i) Presently employed worker;
 - (ii) Employee who recently resigned or was discharged;
 - (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - (v) Employee who is on strike or who is being locked out.

VIII. Suspension and Temporary Leave from Service

- (a) Program must suspend the Member's term of service for the following reasons. Member may not receive a living allowance and may not accrue service hours during a period of suspension for these reasons.
- (1) During the term of service, Member has been charged with a violent felony or the sale or distribution of a controlled substance. If Member is found not guilty or the charge is dismissed, Member may resume

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their term of service. Member will not receive back living allowances or credit for any service hours missed.

- 2) During the term of service Member has been convicted of a first offense of possession of a controlled substance. If Member demonstrates that they have enrolled in an approved drug rehabilitation program, Member may resume their term of service. Member will not receive back living allowances or credit for any service hours missed.
- (b) Programs may suspend the Member who is not serving, nor accumulating service hours for an extended period of time. Member must be suspended or have prior approval from the Program to submit timesheets with zero service hours.
- (c) Program may suspend the Member's term of service for violating the rule of conduct provisions in accordance with the rules of conduct set forth in section VI of this agreement.
- (d) If temporary leave is appropriate (such as for medical or emergency situations), Program may allow Member a temporary leave from service, during which Member may be suspended from the term for compelling personal circumstances. During the suspension from service, Member will not receive credit for service hours. As allowable, the Program may choose to continue providing health or other benefits to the member during such a period of absence. Member may resume term of service once circumstances supporting the suspension have been resolved. A suspension may not last more than two years from the date of suspension.
- (f) Program may suspend the Member if they are the subject of a Program or service site investigation. Upon the resolution of the investigation, the Program may determine whether to reinstate service. Members reinstated may resume their term of service, but will not receive back living allowances or credit for any service hours missed.

IX. Member Exit and Release

- (a) Member understands that they may be exited from the program under the following three circumstances:
 - (1) Member who completes at least their minimum service hours, performs satisfactorily, and serves the entire period from their start date to their end date, or has received approval from the Program for an early exit will be exited as a successful completion
 - (2) Release from service for cause, as defined in paragraph (b) of this section, or
 - (3) Release for compelling personal circumstances, as defined in paragraph (c) of this section
- (b) Program will release Member for cause for the following reasons:
 - (1) Member has completed less than 15% of their service hours, in accordance with federal requirements.
 - (2) Member elects to leave service for any reason with the exception of those outlined below in section (c) Compelling Personal Circumstances.
 - (3) Member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.
 - (4) During the term of service Member has been convicted of a violent felony or the sale or distribution of a controlled substance.
 - (5) Member has committed another serious breach that, in the judgment of the program director, would undermine the effectiveness of the Program.

- (c) Program may release Member from the term of service for Compelling Personal Circumstances (CPC) if Member has completed at least 15% of the required hours and demonstrates circumstances beyond their control that prevent Member from completing their term of service. In the case of CPC, the Member must provide additional information to support the reason for their exit. When possible, additional information should come from a third party (such as a doctor's note, military orders, etc.). This information will be treated confidentially. Failure to provide the additional documentation may result in an exit for cause. Compelling Personal Circumstances include:
- (1) Member has a disability or serious illness.
 - (2) There is an injury, illness, or death of a loved one that makes completing the term unreasonably difficult or impossible for Member.
 - (3) Member has military service obligations.
 - (4) Member has accepted an opportunity to make the transition from welfare to work.
 - (5) Some other unforeseeable circumstance beyond Member's control which makes it impossible or unreasonably difficult for Member to complete the term of service, such as a natural disaster, a strike, relocation of a service site partner, or the non-renewal or premature closing of a project or Program.
- (d) Compelling personal circumstances do not include leaving the Program:
- (1) To enroll in school
 - (2) To obtain employment, other than moving from welfare to work
 - (3) Because of dissatisfaction with Program
- (e) If Member is released for cause, Member may not receive any portion of the AmeriCorps education award or any other payment from the National Service Trust. Member will also cease to receive a living allowance, health insurance, childcare benefits, and/or other applicable benefits described in section IV.
- (f) If Member is released from service due to compelling personal circumstances as described in paragraph (c) of this section, including completion of at least 15 percent of the required term of service, they are eligible for a prorated education award. Member will cease to receive the living allowance, health insurance, childcare benefits, and/or other applicable benefits described in section IV.
- (g) If applicable, Program will immediately notify the health insurance provider and childcare benefit provider in writing if Member's status changes in a way that affects their eligibility for health insurance or childcare assistance.
- (h) Regardless of the type of exit, the Member is responsible for several items related to the exit process. These items include:
- Participation in the end of term Member Evaluation
 - Completion and submission of final time sheets (through the end date of service or the end of the term)
 - Completion of the AmeriCorps Exit Survey in MyAmeriCorps member portal
- All items must be completed within seven days of the end of the member service term or exit from service, or Member will risk the loss of the education award and/or the potential to serve another term of service in AmeriCorps.

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- (i) Program will notify the Member of any release for cause, including whether they were released with an unsatisfactory performance review. Such notice should include the long-term ramifications of that designation per 45 CFR § 2522.230. The Program should send written notification via Member's permanent email address.
- (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 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, as described in attachment F.

X. Discrimination and Non-Harassment Policy

Non-Discrimination and Sexual Harassment 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. Attachment D contains the policy of the Alliance.

Civil Rights and Non-Harassment Policy

AmeriCorps is committed to advancing equity, civil rights, racial justice, and equal opportunity. AmeriCorps affirms these government-wide principles while committing to treating all persons who participate in our programs with dignity and respect. AmeriCorps maintains zero tolerance for unlawful harassment or discrimination against any individual or groups engaged in national service and maintains diverse, equitable, inclusive, and accessible service environments for all participants.

AmeriCorps expects the same commitment from all Recipients of its financial or service member/volunteer assistance, including associated individuals, organizations, programs, and projects. This policy is incorporated by reference into the terms and conditions for receiving AmeriCorps financial and service member/volunteer assistance, inclusive of sub-grantees. Recipients are expected to notify service members and volunteers of their rights under this policy.

In accordance with applicable laws and regulations, AmeriCorps prohibits all forms of discrimination and harassment based on the protected categories of race, color, national origin, sex, age, religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, genetic information (including family medical history), military service, or their submission of a complaint. Retaliation is defined as the adverse actions taken against recipients for exercising their rights under federal law.

Retaliation is prohibited against either an individual or a program. All programs administered by, or receiving, federal financial or service member/volunteer assistance from AmeriCorps must be free from all forms of discrimination and harassment. Harassment is defined as any unwelcome conduct that is based on any of the protected categories or done in reprisal for opposing discrimination or participating in the discrimination complaint process, when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally protected category. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, text messages, emails, or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures; gender, racial, ethnic, or religious baiting. Harassment can also include physical assault or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate discrimination and harassment from anyone, including Recipients, AmeriCorps employees or supervisors, project or site employees and supervisors, project or site non-employees (e.g., contractors or clients of a project or site), or national service participants. Harassment is unacceptable in AmeriCorps' offices or campuses, and in other service-related settings such as convenings, training sessions, service sites, and at service-related social events (whether in person or online). Any discrimination or harassment, when substantiated, will result in corrective action up to and including removal or termination of any individual engaging in such misconduct.

AmeriCorps Recipients permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

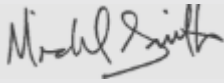
Recipients are expected to take prompt action to effectively address service member and volunteer complaints. Recipients must immediately investigate complaints of discrimination or harassment and take appropriate measures to remedy the situation. Supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, service members and volunteers, or any other associated individuals, must report the matter to the personnel in the Recipient's organization who are responsible for investigating such claims or to AmeriCorps' Civil Rights and Employment Branch. This branch conducts service member and volunteer discrimination and harassment inquiries.

AmeriCorps prohibits any retaliatory action against a person who raises discrimination or harassment concerns.

Service members and volunteers who believe they were subjected to treatment in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., filing a complainant or acting as a witness) in any AmeriCorps program or project, may contact AmeriCorps' Civil Rights and Employment Branch at (202) 606-3461 or eo@americorps.gov. Service members and volunteers must contact AmeriCorps' Civil Rights and Employment Branch within 45 calendar days of an occurrence of discrimination or harassing conduct to initiate an inquiry.

Service members and volunteers are not required to use a program, project, or sponsor dispute resolution process before contacting AmeriCorps' Civil Rights and Employment Branch. While Recipients are expected to take prompt action to effectively address service member and volunteer complaints, Recipients cannot institute policies requiring any such matters be handled "in house." If a service member or volunteer chooses to pursue another dispute resolution or complaint procedure, it does not suspend the 45 calendar-day time limit for contacting AmeriCorps' Civil Rights and Employment Branch. Discrimination and

harassment claims must be brought to the attention of CRE within 45 calendar days of the occurrence or the knowledge and discovery of the occurrence giving rise to the claim. Claims pursued after this timeframe may not be accepted for investigation of a formal complaint of discrimination. Service members, volunteers, and Recipients may contact AmeriCorps' Civil Rights and Employment Branch at eo@americorps.gov for information or assistance.



Michael D. Smith
Chief Executive Officer
AmeriCorps
November 7, 2023

XI. Grievance Procedures 45 CFR § 2540.230

See attached Grievance Procedure and Grievance Form.

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

XII. Attachments

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

- A. Member Position Description
- B. Grievance Procedures and Form
- C. Drug-Free Workplace Policy
- D. Non-Discrimination and Non-Harassment Policy
- E. Coaching Policy
- F. Reasonable Accommodation Form and Policy
- G. Unemployment Insurance Acknowledgement
- H. Publicity Release
- I. Health Insurance Information
- J. Child Care Assistance Information

XII. Amendments to this Agreement

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

Member Initials: _____

Date: _____

XIV. Authorization

Member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. By signing, the member is also certifying that they also have received a high school diploma or equivalent (including an alternative diploma or certificate for individuals with learning disabilities) or are committed to actively working toward completing this degree.

AmeriCorps Member Name	Member Signature	Date Signed
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A. MEMBER POSITION DESCRIPTION

MINNESOTA ALLIANCE WITH YOUTH AMERICORPS PROMISE FELLOW

Title: AmeriCorps Promise Fellow

Member Name: {\$MemberFullName}

Service Location: {\$HostSite}

Total AmeriCorps Service Hours: {\$TotalHours} (Minimum)

Position Type: {\$PositionType}

Start Date: {\$StartDate}

End Date: {\$EndDate}

AmeriCorps Promise Fellows serve as caring adults who support, mentor, and build positive relationships with young people in 6-12th grade on their path to high school graduation. Fellows provide one-on-one and small group support to a group of students in a school or non-profit organization.

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, 21, or 15 youth (depending on position type) 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 in service and leadership activities
- Provide attendance and behavior coaching for students targeted for needing assistance as determined through the multi-tiered system of support approach; promote positive behavior expectations
- Maintain data entry for program records, complete ongoing youth assessments and submit weekly and monthly reports using an online database system
- Participate in all required Alliance, AmeriCorps, and Host Site meetings and assignments
- Members must meet minimum AmeriCorps eligibility requirements

AmeriCorps Eligibility Requirements

- 18 years or older
- High School graduate with a Diploma or GED
- A U.S. Citizen, U.S. National or Lawful Permanent Resident Alien of the United States
- Not have served more than the allowed number of AmeriCorps terms before this term – eligibility based on AmeriCorps term limitations
- Able to pass a complete National Service Criminal Service History Background check (including National Sex Offender Registry, State of service and State of residence, and FBI checks) - eligibility requirements listed [here](#)

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

Benefits

- Education Award received upon successful completion of their term of service
- Living Allowance

Member Initials: _____

Date: _____

- Health care, if applicable
- Childcare coverage if the member qualifies
- Student loan forbearance for eligible loans
- Ongoing professional development trainings and cohort support
- AmeriCoach

Please note:

This program is available to all, regardless of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information, and military service. Reasonable accommodations are provided upon request for interviews and service activities. This document is available in alternative formats.

B. GRIEVANCE PROCEDURE AND FORM

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

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

Step 1: Preliminary Complaint Resolution (PCR)

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

TIMELINE

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

Step 2: Alternative Dispute Resolution (ADR)

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

TIMELINE

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

Step 3: Formal Grievance Filing and Hearing

If resolution is not possible through Step 2 (ADR) and the matter is not resolved within 30 calendar days from the date that the Alternative Dispute Resolution process began, the neutral participant must again inform Complainant of their right to file a formal grievance. In the event Member files a grievance, the neutral participant from ADR may not join in the formal complaint process. Therefore, ServeMN's Executive Director will appoint a different neutral party to oversee the Grievance Hearing process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

TIMELINE

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

Step 4: Binding Arbitration

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

TIMELINE

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

Other Important Information

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

Remedies for a grievance filed under a procedure established by a recipient of AmeriCorps assistance may include: Prohibition of a placement of a participant; and in grievance cases where there is a violation of nonduplication or non-displacement requirements and the employer of the displaced employee is the recipient of AmeriCorps assistance - Reinstatement of the employee to the position they held prior to the displacement; Payment of lost wages and benefits; Re-establishment of other relevant terms, conditions, and privileges of employment; and Any other equitable relief that is necessary to correct any violation of the nonduplication or non-displacement requirements or to make the displaced employee whole.

AmeriCorps may suspend or terminate payments for assistance under this chapter.

In 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.

AMERICORPS GRIEVANCE FORM

Name of Complainant:	Telephone (including area code):
Address (street number and name):	City State Zip Code
Name of person/entity complaint is against:	Telephone (including area code):
Address (street number and name):	City State Zip Code
Name of AmeriCorps Program: Director – Program Contact –	Program Telephone (including area code):
Program Address (street number and name):	Program – City State Zip Code

Describe the events causing you to file this grievance:

Provisions of the contract or agreement alleged to be violated:

Relief Sought:

C. DRUG-FREE WORKPLACE POLICY

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

- Being under the influence of alcohol, cannabis, or any illegal drugs during the performance of service activities is prohibited;
- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of service;
- Conviction of any criminal drug statute must be reported immediately to your supervisor and program staff of the Alliance
- Actions, including termination from Program, will be taken against Member for violations of such prohibitions;
- As a condition of service as an AmeriCorps Member:
 - Member will abide by the terms of drug-free workplace policy; and
 - Notify the Program Director in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace or service area and must do so no more than five calendar days after the conviction.

The Alliance must take appropriate action up to and including termination or member release for cause consistent with AmeriCorps 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.

D. NON-DISCRIMINATION AND NON-HARASSMENT POLICY

This program is available to all, without regard to **race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status or military service, 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.**

The Alliance makes every effort to ensure that service sites have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their service site are encouraged to bring these issues to the attention of their immediate supervisor, superior, and/or Alliance program staff. If the service 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 service 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 AmeriCorps program.

Minnesota Alliance With Youth will stand with AmeriCorps members in addressing any harm(s) being done to themselves, other members, or students they serve. AmeriCorps members, as members of the Alliance, reserve the right to report critical incidents first to the Alliance for assessment and support. The Alliance will support service sites that are making efforts to build environments where individuals of all races, colors, sexualities, genders, creeds, religions, ages, 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.

It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

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

Minnesota Alliance With Youth
1400 Van Buren Street
#200-223
Minneapolis, MN 55413

Office of Civil Rights and Inclusiveness
Corporation for National and Community Service
250 E. Street, SW
Washington, DC 20525
Phone: (202) 606-7503
TTY and reasonable accommodation line: (800) 833-3722
Fax: (202) 565-3465
Email: eo@cns.gov

E. COACHING POLICY

- (1) Coaching Process: The Alliance strives for every member who begins service to successfully complete their term of service, and to create a positive impact on their students, community, and themselves. Should an issue arise over the course of service, it is expected that a restorative approach be used to address site-based or member concerns. A restorative approach is meant to improve and restore relationships between people and communities, with all parties involved agreeing on a collective outcome.
- (2) Site supervisors and members should meet regularly (at least twice per month) to clearly communicate service expectations and to allow for feedback on service and supervision experience. The Alliance encourages the site supervisor to provide ongoing coaching and feedback on the member's service, and for the member to provide ongoing feedback on their service experience and needs. This empowers both the member and supervisor to act appropriately within the policies and procedures of the service site, while also allowing for meaningful service within the context of service. While the Alliance encourages autonomy for service sites and members in feedback at this level, if site supervisors or members would like the Alliance to step in at this point, we will support during this phase of guidance.
- (3) After initial and subsequent coaching and feedback (the Alliance recommends three coaching opportunities) where the issue is stated (to include reflections on how it could have been handled) and expectations moving forward (include future check-ins and next steps if expectations are not met), if the service site or member feels that the agreed-upon expectations have not been met, an improvement plan will be implemented. The improvement plan is an agreement co-created by the supervisor, member, and Alliance. Each party will reflect on what the issue is, the impact, and how to resolve the concern. The Alliance has a template improvement plan that must be used. After developing the improvement plan, the supervisor, member, and Alliance will set a check-in date no more than 2 weeks later to review expectations. A copy of the mutually agreed upon improvement plan will be signed by the member, supervisor, and Alliance staff, and kept on file with the Alliance.
- (4) This process will be repeated for any subsequent issues.
- (5) The Alliance must be notified immediately 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; has caused significant physical or emotional harm to another individual, or violated the Member Agreement. service sites do not have the authority to release a member from their term of service or pursue disciplinary actions separate from the Alliance. The Alliance reserves the right to take immediate disciplinary action, including suspension or termination from service, in these situations.

F. REASONABLE ACCOMMODATIONS AND FORM

AmeriCorps, ServeMN, and Program encourage individuals with disabilities to serve in AmeriCorps programs. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, the Minnesota Alliance With Youth complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

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

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

Members may request reasonable accommodations by completing the **Reasonable Accommodation Request Form** and submitting it to the program director at any point in their AmeriCorps service.

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

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

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

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

REASONABLE ACCOMMODATION REQUEST FORM

Information Regarding the Request

Member Name:		Email:	
Position Title:		Date:	
Program:			
Site:		Site Supervisor:	
Primary service environment:	☐ Office ☐ School Campus ☐ Community Site ☐ Outdoors ☐ Other		
Nature of the Accommodation Request (check all that apply)		Description of Accommodation Requested	
☐ Change in service activities			
☐ Modified service schedule			
☐ Modification in equipment or facilities			
☐ Suspension of term			
☐ Other			

Documentation Related to the Request

Were Medical Records requested to support the accommodation? (check one) ☐ Yes ☐ No
Were Medical Records provided to support the accommodation request? (check one) ☐ Yes ☐ No ☐ Yes, but additional information/clarification is required

Determination

Program's decision (check on and complete the corresponding information below): ☐ Accommodation request granted ☐ Alternative effective accommodation offered, and (check one) ☐ Accepted by the Member ☐ Rejected by the Member ☐ Accommodation rejected	If an accommodation was granted or an alternative effective accommodation was offered, complete the following information. Description of the Accommodation:
Accommodation Start Date:	Accommodation End Date:
Accommodation Review Date (if applicable):	
If an Accommodation was denied, complete the following information:	
Reason for Denial (check primary reason) ☐ Member did not respond to the information request and/or additional information necessary to evaluate the accommodation request. ☐ The Member's medical condition does not meet the ADA's definition of a disability. ☐ The accommodation would not be effective. ☐ The accommodation would require the removal of an essential job function. ☐ The medical documentation provided does not adequately support the request. ☐ The accommodation would cause an undue hardship to the organization. ☐ The accommodation would create a direct threat to the safety of employee or others. ☐ Other	

Further explanation of Denial:

Completed by:

Date:

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

G. Unemployment Insurance Acknowledgement

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.

AmeriCorps Member Name	Member Signature	Date Signed

H. Publicity Release

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 member or alumnus, i.e., name, video, photograph and/or likeness, or statements attributed to a specific member) of 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 member’s information:

- Minnesota Alliance With Youth will obtain written approval (which is indicated below) from the member or alumnus before identifying information or attributed statements are used in a publication. If the member is under 18 years of age at the 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 selecting the below acknowledgment and signing the form, the member is approving the future use of their identifying information or attributed statements in publications.

I agree to allow Minnesota Alliance With Youth, AmeriCorps state commission offices, AmeriCorps, 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, AmeriCorps state commission offices, AmeriCorps, 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.

AmeriCorps Member Name	Member Signature	Date Signed

I. Health Insurance Information

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.

AmeriCorps Member Name	Member Signature	Date Signed

J. Child Care Assistance Information

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 Elena Medeiros at emedeiros@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.

AmeriCorps Member Name	Member Signature	Date Signed