



**CTEP AMERICORPS  
MEMBER CONTRACT  
FULL-TIME SERVICE TERM  
2019-2020 PROGRAM YEAR  
DRAFT, YOU WILL SIGN THIS  
ON YOUR FIRST DAY OF SERVICE IN SEPTEMBER**

## **I. PURPOSE**

It is the purpose of this agreement to delineate the terms, conditions, and rules of Membership regarding the participation of \_\_\_\_\_ (hereinafter referred to as the "Member") in the Community Technology Empowerment Project (CTEP), an AmeriCorps program of Saint Paul Neighborhood Network (SPNN).

## **II. MINIMUM QUALIFICATIONS**

The Member certifies that he/she is a United States citizen, a United States national, or a lawful permanent resident and at least 17 years of age.

## **III. TERMS OF SERVICE**

**A.** The Member's **term of service begins September 3, 2019 and ends September 3, 2020.** CTEP 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 (Jury duty, short term military commitments, medical leave); or
2. The Member's service has been terminated, but a grievance procedure has resulted in reinstatement.

**B.** The Member will complete a minimum of 1700 hours of service. If the Member completes the 1700 hours early, s/he cannot end their term of service before the end of the day Friday August 21, 2020.

**C.** The Member understands that to successfully complete the term of service (as defined by CTEP and consistent with regulations of the Corporation for National Service), and to be eligible for the education award, s/he must:

1. Complete at least 1700 hours of service;
2. Satisfactorily complete pre-service training;
3. Take no more than four personal days of the Corps days;
4. Complete the mid-year and end-of-term performance evaluations; and,
5. Complete year-end exit interview; and,
6. Satisfactorily complete a group civic engagement project.

**D.** The Member understands that to be **eligible to serve a additional term** of service the Member must receive satisfactory performance reviews for any previous term of service. The Member's eligibility for a subsequent term of service with CTEP 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;
2. 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.

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

E. The member understands that AmeriCorps members are **not employees** of the Program or of the federal government. The definition of “participant” in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, “a participant (member) shall not be considered to be an employee of the Program in which the participant (member) is enrolled” (42 U.S.C. 12511(17) (B)). Language referring to the AmeriCorps program should not be “employee related” i.e. “Job description” should be a “position description”, stipend should be referred to as a “living allowance” not a “wage” or “salary,” and the member does not “work,” but “serves” at a site.

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

The Member will serve at \_\_\_\_\_

The Member’s direct supervisor is \_\_\_\_\_

Direct supervisor’s contact info is \_\_\_\_\_

A copy of the Member’s position description is attached.

#### **V. BENEFITS**

The Member will receive from CTEP the following benefits:

**A.** A living allowance paid every other week according to the payroll schedule.

1. The living allowance is taxable, and taxes will be deducted directly from the living allowance.
2. The living allowance will be distributed biweekly by check starting on September 13, 2019. The biweekly gross amount will be **\$538.15**.
3. The living allowance is not a wage and will not fluctuate based on the number of hours the Member serves in a given time period.
4. CTEP is required to have completed, approved timesheets signed by BOTH members and supervisors PRIOR to the distribution of the living allowance. The member can only submit their timesheet after all hours have been served in that payperiod, and must submit by no later than the final Friday of the payperiod. Site supervisors must approve by the following Tuesday. This will give CTEP staff enough time to review all timesheets by Thursday of the following week. The

timesheet must document that the Member has served at least 1 hour in the corresponding two-week period in order to be paid. If submission and approval due dates are met, the member will receive living allowance payment by the Friday one week after the member timesheet sheet due date. If a member does not have an approved timesheet, their living allowance payment will be withheld until the future pay period after the timesheet has been submitted and approved.

5. If the Member serves 1700 hours but is permitted to conclude a term of service before the originally agreed upon date, the program may not provide a "lump sum" payment to the Member. Similarly, if the Member enrolls after the program's start date, the program must provide regular living allowance payments from the Member's start date and may not increase the Member's living allowance incremental payment or provide a lump sum to "make up" any missed payments.

6. Member is required to set up a direct deposit account with SPNN in order to receive living allowance.

**B. Voluntary health benefits.** A copy of the health insurance policy is located on our website.

**C.** If applicable, and upon eligibility, a **child care allowance** will be provided by GAP Solutions Inc. (GAPSI)

**D.** Members are covered by **Worker's Compensation** for treatment of service-related injuries.

**E.** Since AmeriCorps service does not constitute employment, **Members are not eligible for unemployment compensation benefits, regardless of exit status.** 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 or 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.

**F.** Upon successful completion of the Member's term of service, the Member will receive an **education award** from the National Service Trust. For successful completion of a full-time term, the Member may be able receive an education award in the amount up to \$5,920 for full-time service.

1. 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 CTEP staff has waived this requirement due to the results of the Member's education assessment.
2. The Member understands that his or her failure to disclose to CTEP any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award.
3. The Member understands that this Education Award will be considered earned income for federal taxes in the tax year that the member uses the award. The State of Minnesota may or may not deduct state taxes from the award depending on ongoing legislation.

**G.** If the Member has received **forbearance on a qualified federal student loan** (Stafford and Perkins are main examples) during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service. The member understands that the interest that Corporation for National and Community Service pays will be considered earned income for both federal and state taxes in the year that member completes his/her service term.

**H.** Members understand that CTEP does not have a specific **vacation policy** in the sense there are only a certain number of service site days that the Member can take off. Any vacation requests must be approved by the site supervisor at least two weeks prior to the vacation. CTEP approval must also be granted if the vacation is more than one week, if the Member will be missing a Corps Day, or if the Member is not on track to completing their hours. Taking vacation at a time convenient to the site is encouraged as long as the Member is on track to completing their service hours for the year.

**I.** Members can take up to **four personal days for Corps days** during the year. Personal days are days when the member plans not to be at a Corps day for any reason, including vacation, wanting to take a day off to relax, or otherwise. Members do not need to give a reason for taking a personal day, but do need to let CTEP staff know by no later than 12 noon of the day prior to the training. Members can also take a half personal day if they expect to be gone only half the day.

Exceptions to this are that members may not take a personal day for Pre-Service Orientation, Group Civic Engagement Presentations (in August) and the End of Year Celebration (in August). These are required events that Members must attend unless there is an emergency.

Emergencies do not constitute personal days. Examples of emergencies are a car breaking down the same day, unforeseen accidents, sickness, funerals, or anything else that is significant and outside the control of the member. Waking up late, not sleeping well the night before, or missing a bus do not constitute emergencies. The member must explain the nature of the emergency to CTEP staff for the day not to be considered a personal day. CTEP staff may request documentation of the emergency (a doctor's note or a car repair bill for example).

For only one time in the year, Members may also be excused from a Corps day if there is an important event related to their site service occurring at the same time. This is at the discretion of CTEP staff, and cannot be used to be excused from the required events mentioned above. Any additional times where a member serves at the site during a Corps day would require using a personal day.

**J. Lunch Policy:** Members may count service time spent eating lunch or another meal if they are at their service site talking with other site staff or involved in other site-related issues. Breaks and non-working meals may not be counted on a timesheet. This policy supercedes any site policy that requires employees to not count lunch hours or take mandatory unpaid breaks.

**K. Independent Service Hours Policy:** Members can in some cases collect service hours for unsupervised events such as attending an outside training or event, or an individual independent civic engagement activity. Members must receive prior approval from their site supervisor on a request form. Members can take up to 10 hours per independent civic engagement activity, and 25 hours total for the service year. For either outside trainings or individual group civic engagement activities, the Member must indicate on their timesheet at the bottom in the general comments area the following: the location, contact person, phone number or email of a contact OR the name of training and training source/host organization.

**L. Serving Site-Related Hours Outside of Office (Telecommuting):** Members are generally discouraged from performing site-related service work from their homes or other locations, even if this is capacity building so that they can better integrate with their service site and perform their service publicly. However, there may be some instances including sickness, office site closure, or weather where it makes more sense for the member to complete service hours on a specific day outside of their office. In this case, the member must receive pre-approval by email from their site supervisor, and this must be documented in the Member's timesheet in the description section.

**M.** CTEP is committed to recruiting and engaging individuals without regard to disability, gender, race, religion or sexual orientation. Members may request reasonable accommodations for disabilities that are disclosed to CTEP staff. Members may disclose a disability at any time in their service year. Receiving reasonable accommodations may require a note from a medical professional confirming that the member needs this accommodation to meet all the functions of the position.

## **VI. RULES OF CONDUCT**

**The following rules of conduct only pertain to when you are serving hours or representing AmeriCorps/CTEP in some way:**

**A.** CTEP expects Members to:

1. Demonstrate mutual respect towards others.
2. Direct concerns, problems, and suggestions to site supervisor or CTEP staff as soon as possible.
3. Abide by all organizational policies at their Host Site unless an alternative is agreed upon by CTEP and the Host Site.

**B. Members cannot:**

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 that include:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

- 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—
  - a. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services;
- k. Perform clerical or receptionist duties;
- l. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
- m. Write a grant application to the Corporation or to any other federal agency; and
- n. Such other activities as the Corporation may prohibit.

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.

CTEP staff will ensure members are not engaged in prohibitive activities through a combination of member feedback and a site review tool completed by site supervisors.

**C.** The Member understands that the following acts also constitute a violation of CTEP's rules of conduct:

- a.** Engage in a prohibited activity while representing CTEP and/or AmeriCorps.
- b.** Unauthorized tardiness or absences. CTEP defines unauthorized tardiness as any time a Member fails to notify CTEP staff of a delay prior to a CTEP mandatory event, which includes Corps Days, and the Member shows up more than 15 minutes after the start time of the event. Emergencies preventing attendance or ability to contact CTEP staff will be taken into consideration by CTEP. If a Member is tardy/ absent from 5 or more mandatory events even if s/he contacts CTEP staff to notify of delays, this will also constitute a conduct violation.
- c.** Repeated failure to turn in work on time, including reflections, capacity assessment survey, hand-off document, and other CTEP or site specific work.
- d.** Repeated errors on timesheets.
- e.** Repeated use of inappropriate language (i.e. profanity).
- f.** Fail to wear appropriate clothing to service assignments.
- g.** Steal or lie.
- h.** Engage in any activity that may physically or emotionally damage others.
- i.** Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs.
- j.** Log service hours for non-site/CTEP activities without permission of site supervisor or CTEP.
- k.** Consume alcoholic beverages or be under the influence of alcohol or any illegal drugs, including the duration of multiday AmeriCorps sponsored retreats whether or not hours are being served.
- l.** Fail to notify CTEP staff of any criminal arrest or conviction that occurs during the term of service.

**D.** For violating the above stated rules in section VI (C) CTEP will do the following:

- 1.** For the Member's first offense, CTEP staff will issue a verbal warning to the Member.
- 2.** For the Member's second offense, CTEP staff will issue a written warning that will go in the Member's file.
- 3.** For the Member's third offense, the Member will be suspended under the following conditions:
  - a.** A letter will be sent in writing to the Member's address as well as the Member's site supervisor stating the reason for and details of the suspension.
  - b.** During suspension, a Member cannot accrue service hours for a period of at least two weeks, and a Member would not receive a living allowance for that time period (one pay period). If the suspension occurs over two pay periods, the Member will not receive their living allowance for the second payperiod only.
  - c.** The suspension could begin immediately or on a certain day in the near future which will be decided by CTEP staff.
  - d.** After suspension, the Member will enter a probationary period for

the final duration of his or her service.

4. For the fourth offense, CTEP may release the Member for cause.

E. If Member is not serving the level of hours needed to complete the service year, then CTEP staff will have a meeting with the Member to create a plan to catch up and complete the year. If significant progress is not made within two weeks toward the goal of completion of hours, CTEP staff may issue a warning and another meeting or conversation will occur, and then if progress has not been made within another two weeks, staff may consider a suspension and then termination if sufficient progress has not been made after the suspension.

F. Under the Drug-Free Workplace Act, you must immediately notify CTEP staff 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 the conviction. CTEP staff will take appropriate action against the Member, up to and including termination, or require the Member to satisfactorily participate in an approved drug abuse assistance or rehabilitation program.

### **G. Civil Rights Policy**

From CNCS CEO Wendy Spencer: 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. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, 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 it 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; or 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; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, 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 our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), [eo@cns.gov](mailto:eo@cns.gov), or through <http://www.nationalservice.gov/>. Wendy Spencer, Chief Executive Officer, Date: 5/2013

#### **H. Non-Duplication/Non-Displacement Policy H. §2540.100**

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 nondisplacement 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.

Nondisplacement:

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
  - 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.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
- 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.

### **I. Member Fundraising Policy §2520.40-45**

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

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

The Member may not:

1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
2. Write a grant application to the Corporation or to any other Federal agency.

An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.

**J.** The Member understands that he/she could be either suspended or released for cause in accordance with paragraphs (B), (D), (E), and (F) of section VII of this agreement for committing certain egregious acts during the term of service including, but not limited to: being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance. If the Member is found not guilty or the charge is

dismissed, the Member may resume his/her term of service. The Member, however, will not receive back living allowances or credit for any service hours missed.). For possession of a controlled substance, if, the Member demonstrates that he/she has enrolled in an approved drug rehabilitation program, the Member may resume his/her term of service. The Member will not receive back living allowances or credit for any service hours missed.

**K.** Injuries related to service must be reported to CTEP staff for worker's compensation insurance determination as soon as possible after the injury.

**L. Jury Duty Commitments:**

CTEP allows the Member to serve on a jury without being penalized for doing so. During the time the Member serves as jurors, s/he will receive hours for a normal work day, and will not affect benefits such as living allowance, health care coverage and, if applicable, child care coverage regardless of any reimbursements for incidental expenses received from the court.

**M. Military Reserve Commitments:**

Generally, the Reserves of the U.S. Military require reservists to serve one weekend a month plus 12 to 15 days a year (hereafter referred to as the two-week active duty service). To the extent possible, CTEP seeks to minimize the disruption in the Member's AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If the Member has a choice of when to fulfill their annual two-week active duty requirement, s/he should do so when it will not disrupt their AmeriCorps service.

In instances where the dates of active duty conflict with AmeriCorps service, the Member will be granted a leave of absence for the two-week period of active duty service in the Reserves. The Member may not receive time-off for additional Reserves-related service beyond the two-week active duty service. No AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves.

CTEP will credit the Member for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps service. The Member will receive credit for the number of hours s/he would have served during that period had there been no interruption. For example, if a full-time Member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, she or he would receive 70 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves.

Reservists in the U.S. Armed Forces receive compensation for their mandatory two weeks of active duty service. The compensation regulations governing the Army and Air National Guard may vary by state. CTEP will continue to pay the living allowance and provide health care and childcare coverage for the two-week period of active duty.

If the Member is called to active duty in the armed forces:

1. In the event that the Member who serves in the reserves is activated for indefinite military service, and if the Member has *not* received credit for the required two-week active duty service during the Member's current AmeriCorps

term, then the Member should receive service hour credit, and health care and childcare coverage for the first two weeks of the active duty period.

2. Upon receiving the full two-week service hour credit and health care and childcare coverage, the Member may choose to suspend his/her term of service with the understanding that, depending on the length of the activation, a vacant AmeriCorps slot at the same (or a similar) program may not be available.

3. Generally, CTEP will ensure that the slot for the Member on suspension will remain unencumbered during the period of leave, and is not refilled, or expired for a period of two additional years after the period of extenuating circumstances ends, for a maximum total suspension of up to four years. This policy will apply to any period of suspension that is a result of a Member leaving the program for military service that began on March 20, 2003, or later. The Corporation will consider extension of the suspension period for more than four years on a case by case basis.

## **VII. RELEASE FROM TERMS OF SERVICE**

A. The Member understands that he/she may be released for the following two reasons:

1. For cause, as explained in paragraph (B) of this section; or
2. For compelling personal circumstances as defined in paragraph (C) of this section.

B. CTEP will release the Member for cause for the following reasons:

1. The Member has dropped out of CTEP without obtaining a release for compelling personal circumstances from CTEP staff;
2. During the term of service the Member has been convicted of a violent felony or the sale or distribution of a controlled substance;
3. The Member has committed a fourth offense in accordance with paragraph (D) of section VI of this agreement;
4. Any other serious breach that in the judgment of the CTEP Program Director would undermine the effectiveness of CTEP.

C. CTEP 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 non-renewal or premature closing of a project or CTEP.

D. Compelling personal circumstances do not include leaving CTEP:

1. To enroll in school;
2. To obtain employment, other than in moving from welfare to work; or
3. Because of dissatisfaction with CTEP.

**E.** If the Member discontinues his/her term of service for any reason other than a release [for compelling personal circumstances], as described in paragraphs (B), (D), and (E), the Member will cease to receive the benefits described in paragraph (A) of section V and will receive no portion of the education award or interest payments. If the Member is released for cause midway through a payperiod, it is CTEP's discretion whether the Member will be paid their final paycheck.

**F.** If the Member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) of section VII of this agreement, the Member will receive a prorated amount of the education award only if they have completed a minimum of 15% of their required service hours.

## **VIII. GRIEVANCE PROCEDURES**

**A.** The Member understands that CTEP has a grievance procedure to resolve disputes concerning the Member's suspension, dismissal, or evaluation by the program.

**B.** The Member understands that, as a participant of CTEP, he/she may file a grievance in accordance with CTEP's grievance procedure, outlined below:

In the event that informal efforts to resolve disputes are unsuccessful, the Member may seek resolution through the following grievance procedures. These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of Members, and displacement of employees, or duplication of activities by AmeriCorps.

### **1. Alternative dispute resolution.**

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 his or her 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.

### **2. 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 his or her right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral 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.

### **3. 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.

### **4. Arbitration**

#### **a. 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.

#### **b. 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.

c. 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.

**5. 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.

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

- a. Prohibition of a placement of a participant; and
- b. 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 he or she 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.

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

**8. 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.

**IX. ADDITIONAL BENEFITS**

**A. Health Insurance Benefit:** 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, a co-pay, deductibles, and any other payments as outlined in the health insurance policy, will be the responsibility of the Member.

**The \$100 deductible charge for the health plan and the \$25 deductible charge for the dental plan will be reimbursed by CTEP if the Member presents a copy of the bill to CTEP staff showing the deductible costs. CTEP can only reimburse these charges if the bills are submitted to CTEP staff before the member has completed service.**

A Member is covered by this insurance only while actively serving in the AmeriCorps program or on family or medical leave. This will begin with the Member's first day of training, and ends the last day of the Member's final month of service.

The program will provide further information about the health insurance, including the full policy information. Questions about health care coverage should be directed to CTEP Program staff.

If a Member is already covered by another health insurance plan, s/he may decline coverage by completing the attached waiver form and returning it along (if needed) with a copy of the current policy ID card, to the person listed above. The member cannot accept the health insurance benefit provided by AmeriCorps while remaining on a separate plan.

<p><b>Please select one:</b></p> <p><input type="checkbox"/> I am accepting the health insurance coverage provided by CTEP AmeriCorps.</p> <p><input type="checkbox"/> I am declining the health insurance coverage provided by CTEP AmeriCorps. I have filled out the attached health care waiver indicating that I am covered by another plan, and have submitted a copy of the ID card from my current health insurance policy.</p> <p><input type="checkbox"/> I am declining the health insurance coverage provided by CTEP AmeriCorps. I am not eligible.</p> <p style="text-align: right;"><b>Initial &amp; Date</b> _____</p>
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**B. Child Care Benefit:** If a member qualifies, a childcare allowance will be provided by GAP Solutions Inc. (GAPSI) directly to the member's child care provider. Please consult <http://www.AmeriCorpschildcare.com/> for more information.

A member is eligible for child care benefits if s/he meets the following requirements:

1. Must be an active full-time member of AmeriCorps.
2. Member must need child care services in order to participate in the AmeriCorps program.
3. Member's household income must not exceed the maximum amount under the Child Care & Development Fund (CCDF) Block Grant rules established by the state or territory in which the child care services are provided.
4. The member must be a custodial parent or legal guardian of a child under the age of 13
5. The child must be living with the member.
6. Once the Member is approved and accepts the childcare allowance, the member must not be receiving a child care benefit for the same child from any other source.

Members are not eligible to receive childcare benefits through AmeriCorps while they are receiving other childcare subsidies.

The program will provide further information on childcare allowance upon request. Questions and problems with coverage should be directed to CTEP Program staff.

**Please select one:**

I may qualify for the childcare allowance and am interested in learning more about this benefit.

I am not interested and/or I do not qualify for the childcare allowance.

**Initial & Date** \_\_\_\_\_

**X. PUBLICITY RELEASE**

CTEP 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, photograph, video, 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.

**A.** CTEP will obtain written approval (*which is indicated below*) from the 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.

**B.** Member and alumni statements or quotations that are provided anonymously and/or published anonymously do not need to be approved by the Member/alumnus.

**C.** By initialing the below acknowledgement and signing of this Member Contract, the Member is approving the future use of his/her identifying information or attributed statements in publications.

<p><b>Please select one:</b></p> <p>_____ I agree to allow CTEP AmeriCorps, ServeMinnesota, the Corporation for National and Community Service, and any other organization authorized by CTEP AmeriCorps, to use my name, statements by me, any photograph 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.</p> <p>_____ I refuse to allow CTEP AmeriCorps, 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.</p> <p style="text-align: right;"><b>Initial &amp; Date</b> _____</p>
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**XI. VIEWING MEMBER FILE**

CTEP staff keep a Member File for each Member in a protected location which contains a Member’s application, criminal background check, references, signed Member contract, documentation of any disciplinary action, performance reviews, and proof of identity. Any medical documentation related to a disclosed disability is kept in a separate locked medical file and is not part of the Member File. Only CTEP Program Directors and the Executive Director of SPNN have access to this information. The Member can arrange an appointment up to once a year (including once the Member has completed the program) with CTEP staff to view their Member file and make copies of anything they wish.

**XII. AMENDMENTS TO THIS AGREEMENT**

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

**XIV. AUTHORIZATION**

The Member and CTEP hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. (If the Member is under the age of 18 years old, the Member’s parent or legal guardian must also sign)

AmeriCorps Member	CTEP Program Director	SPNN Executive Director
<b>Name</b>	<b>Name</b>	<b>Name</b>
	<b>Joel Krogstad</b>	<b>Martin Ludden</b>
<b>Signature</b>	<b>Signature</b>	<b>Signature</b>
<b>Date</b>	<b>Date</b>	<b>Date</b>
<b>Parent/Legal Guardian (if under 18 years of age)</b>		
<b>Date</b>		

Community Technology Empowerment Project (CTEP) AmeriCorps  
 550 Vandalie Street, Suite 170, Saint Paul MN 55114  
 Program Director: Joel Krogstad (651) 298-8918 [krogstad@spnn.org](mailto:krogstad@spnn.org)  
 Director of Education and Training: Lisa Peterson-de la Cueva, (651) 298-8919  
[peterson.delacueva@spnn.org](mailto:peterson.delacueva@spnn.org)