

# EXHIBIT A

## True North AmeriCorps Partner Site Agreement Service Term 2022-2023



<b>Partner Site:</b>	<b>Number of Members and Hours Awarded</b>	
	35 Hours/Week:	18 Hours/Week:
	25 Hours/Week:	14 Hours/Week:
<b>Partner Site Lead Contact Name:</b>	<b>Email:</b>	
<b>Site Supervisor Name(s):</b>	<b>Email(s):</b>	

This Agreement is between True North AmeriCorps (hereafter referred to as the "Program" or "TNAC") and the agency listed above (hereafter referred to as the "Partner Site" or "Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as "Member") to the Partner Site for the purpose of enhancing students' social emotional learning (SEL) skills through individualized support and academic enrichment. A program of the Duluth Area Family YMCA, TNAC partners with schools, nonprofits, and community agencies to enhance long term education equity outcomes.

**THIS AGREEMENT MUST BE SIGNED AND RETURNED  
PRIOR TO MEMBER START DATE**

**ATTN:** Alice Werle, TNAC Director  
**MAIL:** 302 W 1<sup>st</sup> St Duluth, MN 55802  
**EMAIL:** [awerle@duluthymca.org](mailto:awerle@duluthymca.org)

### KEY ROLES:

- **AmeriCorps** (formerly Corporation for National and Community Service or CNCS) is the independent federal agency responsible for the coordination and granting of National Service and AmeriCorps dollars. AmeriCorps brings people together to tackle the country's most pressing challenges relating to education, poverty, environment, and equity. [www.americorps.gov](http://www.americorps.gov)
- **ServeMinnesota** is the State Commission for National Service that directly oversees True North AmeriCorps. ServeMinnesota staff carry out high level program oversight, compliance, and obtain regular reports from the program [www.serve-minnesota.org](http://www.serve-minnesota.org)
- **True North AmeriCorps (TNAC or the program)** is an AmeriCorps State program hosted by the Duluth Area Family YMCA. TNAC staff are responsible for member management including on-boarding, training, and termination; site management; reporting; and maintaining compliance with all AmeriCorps regulations.
- **Duluth Area Family YMCA (The Y)** is the organizational host for the TNAC program and responsible for all program management. The Y sets member safety and personnel policies, issues invoices and manages cash match payments, and distributes member benefits. [duluthymca.org](http://duluthymca.org)
- **Partner Site** Provides both the location and support for True North AmeriCorps members. Partner Sites provide direct supervision and coaching for the members as well as space for members to perform their service. Must hold nonprofit, school, or government status.

- **Lead Contact** Generally the School Principal or Executive Director, this is the person authorized to make financial commitments on behalf of the organization and is responsible for signing the Partner Site Agreement. The Lead Contact is the primary person for partner site agreement, cash match invoices, and other items.
- **Site Supervisor** A staff of the Partner Site who provides the most direct supervision and support to the member and generally serves as the program's main point of contact during the service term. The Site Supervisor oversees and directs day-to-day activities including initial training, hosts regular member check ins, documents time spent supporting members, attends TNAC supervisor training, provides access to data, and approves member timesheets.
- **True North AmeriCorps Member (TNAC Member or Member)** An individual who commits to providing direct service to the community while hosted and supervised by the Partner Site. The Member is not an employee, intern, or volunteer of the Partner Site, but rather a participant of a National Service program serving the community through their site.

**PLEASE NOTE:** *Placement of True North AmeriCorps members for the 2022-2023 year is dependent on joint member recruitment efforts with the site. Completing the RFP and signing this agreement does not guarantee placement of a member.*

## PARTNER SITE RESPONSIBILITIES

Partner Sites agree to take on a variety of responsibilities when they are selected to host a True North AmeriCorps member. It is essential the Partner Site is willing and able to dedicate staff time and resources to the program. TNAC staff support Partner Sites in meeting the expectations and goals of the program. The Partner Site agrees to meet the following requirements to maintain a positive status with the Program. A positive status does not guarantee continued participation or member placement.

## COMMUNICATION AND DOCUMENTATION

- 1) **Program Information.** The Partner Site is responsible for tracking, archiving, communicating, and following through on information presented at site visits, site supervisor meetings, and additional information shared by the Program. Email is the Program's primary method of communication.
  - a. It is critical that the Site Supervisor and Member have regular email access.
- 2) **Contact Information.** The Partner Site will inform the Program of any changes in the leadership of the Partner Site including but not limited to the Site Supervisor and the Lead Contact. The Partner Site will immediately provide updated contact information including email and phone number should a change occur.
- 3) **Documentation.** The Partner Site will maintain records, make reports, and submit all relevant documents required by the Program concerning matters involving the Member or the Program. This includes, but is not limited to, email, meeting notes, and other correspondence that may aid in the investigation of the Member's service and completion or termination. Member-related records will be maintained and accessible for a minimum five years after the member has been exited.
- 4) **Site Supervisor.** The Partner Site must assign a Site Supervisor to provide regular, direct support to their Member. Site Supervisors must complete a background check; attend the Program's annual orientation and trainings; review and approve Member timesheets and documentation in a timely manner; participate fully as a partner of the Program by attending meetings, special events, displaying the AmeriCorps signage, promoting AmeriCorps through program and site public relations, and other activities as appropriate.
- 5) **Pandemic Operations Plan.** Prior to member placement, True North AmeriCorps partner sites are required to have a pandemic operations plan. This plan must align with MDH and CDC guidelines

and include details of how members, staff, and students will be kept safe. This should include guidelines for people exposed to, showing symptoms of, or waiting for COVID test results, sanitizing procedures, social distancing procedures, and how this information is communicated to others.

## MEMBER MANAGEMENT AND COMPLIANCE

**Recruitment.** The Partner Site is responsible for taking an active role alongside the Program in member recruitment. The Partner Site is expected to share recruitment materials with its networks. The Partner Site will abide by the following nondiscrimination policies when interviewing, selecting, and supervising the Member.

- Provide equal opportunities without regard to factors such as race; color; national origin; sex; sexual orientation; gender identity; religion or beliefs; age; disability; political affiliation; marital or parental status; military service; or religious, community, or social affiliations.
- The Program is dedicated to recruiting and maintaining qualified individuals with disabilities and those from diverse backgrounds.
- Reasonable accommodations must be made available to all qualified applicants upon request.
- The Program aims to have year-round positions filled at the start of the service term, but will continue to recruit and onboard full year members through early spring.

**Member Selection** The Partner Site agrees to work jointly with TNAC staff to select and place True North AmeriCorps members at their site. *The Program reserves the right to make the final decision regarding the selection and placement of AmeriCorps members.*

- All applicants MUST complete an online application [www.truenorthamericorps.org/apply](http://www.truenorthamericorps.org/apply) and an initial screening with the Program before they are eligible for selection.
  - **Members may not begin accruing hours until they have fully completed the Program's enrollment process.** The Program will notify the Site of the Member's official site start date.
- Partner Sites that have elected to have their member assigned will not be required to complete the interview process outlined below, but will have the opportunity to view the members' application and references as well as voice any concerns.
- **Interview Process**

TNAC	Reviews applications and completes member screening to ensure the candidate meets minimum qualifications and is able to fulfill the essential functions.
TNAC	Contacts the Site Supervisor with applicant information and references
<b>SITE</b>	Schedules an interview with the candidate within <i>1-2 business days</i> of receiving candidate information from TNAC
<b>SITE</b>	Interview candidate using <a href="#">mandatory interview questions</a> and reviewing specific position/site information.
<b>SITE</b>	Notifies the Program in a timely manner (1-2 business days) if they believe the candidate will be a good fit for their organization and position.
TNAC	Approves the Site to offer the position to the candidate.
<b>SITE</b>	Offers position to candidate, notifies the Program of acceptance or rejection.
TNAC	Upon member acceptance initiates the pre-enrollment process. Informs Site and Member of official start and end dates.

**On-Site Training and Support** The Site Supervisor is responsible for providing initial and ongoing site-specific support to the True North AmeriCorps Member including but not limited to the following:

- **Site Supervisor:** The Partner Site must designate a staff person(s) to be the Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). This individual must be designated before a member can be placed at the site.
  - The Partner Site must allow sufficient time for Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings.
  - If the designated Site Supervisor is not able to complete the program term (e.g., they take a leave of absence from their position at the site), the Partner Site is required to designate someone to be the Site Supervisor for the remainder of the program term.
- **Site Orientation:** Provide the Member with an initial orientation to the Partner Site including mission and goals, structure, expectations, space, staff introductions, resources for support, personnel policies, and procedures including emergency procedures in the event of a natural or manmade disaster. Use the provided [Member Onboarding Checklist](#) to ensure you are prepared.
  - Involve the Member in all appropriate staff meetings, retreats, and training events.
  - Complete/submit the [Expectations and Obligations Form](#) in the member's first week.
  - Sites will ensure members are adequately trained in youth supervision and safety.
  - Sites will provide members with safety training on any chemical cleaners or other products the member will be asked to use.
- **Weekly Schedule and Timesheet Approval:** Develop the Member's weekly schedule, allow time during the "work week" for on-site AmeriCorps related research, reporting and evaluative activities. Be aware of required off-site training and development meetings as scheduled by the Program, and other relevant meetings or activities.
  - **Maintain [documentation](#) of the Member's service hours including date, times in and out, and general activities.** These records will be used when approving or rejecting member timesheets in OnCorps twice monthly and submitted upon request.
  - The Site Supervisor and Member will use OnCorps to regularly monitor the Member's hours/week needed ensuring it stays close to target and adjusting the schedule accordingly
  - *Failure to approve member timesheets in a timely manner may result in the member's living allowance being withheld until timesheets are approved.*
- **Supervision:** Provide daily support and general supervision of the member. Hold regularly scheduled check in meetings minimum of twice per month. Check-in meeting agendas should include hours and required AmeriCorps items such as data collection as well as member challenges and successes this time must be documented by the Supervisor in OnCorps as in-kind hours.
  - The Supervisor must observe the member interacting with youth at least once per quarter to provide feedback and recommendations using positive youth development practices.
- **Performance management:** Set clear expectations for the member at the beginning of the term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.
  - Work with Program Staff if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc.
  - The Partner Site does not have the authority to terminate a member. The Partner Site must document issues and contact Program Staff to implement the performance management procedure as outlined in the Program handbook.
  - The Supervisor will retain documentation of any performance concerns.
  - The Site Supervisor will complete a mid and end-of-term member performance evaluation.
  - The Site Supervisor, Member, and Program staff will meet twice per term for Site Visits.

**Service Activities and Member Role** The Site Supervisor is responsible for developing and monitoring the daily service activities of the Member and ensuring their role meets the goals of the Program and align

with the member essential functions. Keep in mind that at no time should an AmeriCorps Member displace/replace an employee, position, or volunteer.

o **Member Essential Functions:**

- Builds positive and healthy relationships with youth at site
- Maintains emotionally and physically safe environment for students
- Uses youth development best practices to plan and lead enrichment programming
- Coordinates and delivers formal and informal activities, lessons, and “teachable moments” to build targeted social emotional learning skills for identified youth
- Regularly tracks caseload attendance and progress. Administer surveys and other data collection, reviews results with site supervisors to develop intervention plans and goals
- Maintains data entry including weekly and monthly reports using online databases
- Recruits, screens, trains, and documents the impact of program volunteers
- Develops and implements projects to engage youth in service learning and leadership
- Fosters an inclusive environment appreciative of differences. Meaningfully participates in and leads efforts to support the Y’s commitment to equity and diversity.
- Supports the community’s ability to navigate COVID-19 through activities like food distribution, cleaning and sanitizing, distance learning, or virtual programming
- Communicates regularly and effectively with True North staff, on Site Supervisor, and other site personnel via phone, email, online systems, and verbal interactions
- Participates in all required True North AmeriCorps meetings and trainings including initial and ongoing training provided in person, online, and via independent assignments

o **Service Activities** should provide the Member with a meaningful and unique role within their site, allowing for leadership development over time and primarily benefiting youth in the community.

- Activities must align with the Essential Functions of the position and be in compliance with all Program regulations as outlined in this agreement and provided by the Program including non-displacement and non-duplication.

■ **AmeriCorps members may not count in sites’ staff to student ratios**

- The Member will not engage in ongoing administrative duties, such as filing, copying, mailing unless these activities are directly related to the approved Member service activities.
- The Partner Site must notify the Program immediately of concerns that the member is not meeting the Essential Functions of the position with or without accommodations. The Program will work with the Site to provide reasonable accommodations when applicable.
- Generally individuals other than the Site Supervisor should not assign tasks to Members unless they have received training from Program Staff.

o **Fundraising Activities** Members may not engage in nor conduct any fundraising activities that support the Partner Site's general operating expenses, including financial campaigns, endowment drives, solicitation of gifts and bequests, and grant writing. Members may spend no more than 10% of their service performing fundraising activities. Fundraising is limited to direct support of program activities.

o **Safety & Field Trips** The Member will not engage in activities that pose a significant safety risk to themselves or others or activities which they do not feel reasonably safe performing including but not limited to the following:

- The Site Supervisor is responsible for ensuring a safe environment and safe activities for the member. The site must provide training on site-specific activities to mitigate risk of injury.
- Members should never be the only adult present when off site with students.
- Members may not participate in out-of-state or overnight field trips without prior written approval from the Program Director.
- Members may not attend field trips that include youth swimming or playing in bodies of water if a lifeguard is not present.
- Members may not ice skate during service hours. They may attend ice skating field trips and support student supervision off ice or on the ice not wearing skates.

- If a member ever feels unsafe on site for any reason they have the right to leave the service site and contact program staff who will do an investigation of the circumstances. If the partner site is deemed to be unsafe the member will be re-assigned, the partner site will receive no refund for any cash match paid.
- **Caseloads** TNAC members are expected to maintain and track a caseload of 20-30 unduplicated K-8 students at their site. In order to see positive outcomes, members are expected to meet with caseloads about 30 minutes per week with 30+ intervention sessions over their service term.
  - **Eligibility** The Site Supervisor will identify participants for the Member's caseload using historical knowledge, referrals, and/or registration materials. Eligible youth must possess all of the following factors:
    - Be in grades K-8
    - Regularly attend the program (30 interventions reasonable goal)
    - Have evaluation consent (through program site)
 AND one or more of the following:
    - Be identified as needing additional support socially, emotionally, academically or behaviorally by a teacher, guardian, social worker, or program staff
    - Qualify for free or reduced lunch
  - **Interventions** include positive relationship building activities, social emotional learning skill building, and academic enrichment programming.
    - In accordance with the Y's Policies, members may not have planned 1:1 interactions with youth in spaces not easily observed or interrupted by other site personnel.
  - In rare cases, due to the nature of programming at some sites, members may be unable to identify a caseload. In this case, members are still expected to fulfill the essential functions of their position, this may include the facilitation of one time or sporadic community and/or family-focused programming that engages the community at large in SEL concepts.
- **Civic Engagement** The Site Supervisor will encourage Member efforts to work collaboratively with other Members, Partner Sites, or youth serving agencies to address youth needs in the community. Members will be given leadership opportunities as appropriate to their service.
  - Full year members will be asked to facilitate a youth-led service learning project in the spring for Global Youth Service day. This may be built into their regular caseload intervention activities or be separate.
- **Service Environment** The Partner Site and Site Supervisor agree to maintain a safe service environment including adequate training on health and safety procedures specific to the Site, in addition to the following:
  - Maintain an environment in which the Member may feel valued and respected.
  - Maintain a service environment free from sexual or other kinds of harassment.
  - Provide materials and a reasonable work space for the member to fulfill their responsibilities including desk space, a computer, office supplies, access to a printer and a phone
  - The Partner Site will follow the guidelines of the Drug Free Workplace Act and all local and federal employee safety laws.
- **Identifying as AmeriCorps Site** Partner Sites will ensure effective relevant communication about the AmeriCorps program, Member role, and AmeriCorps restrictions to other staff, volunteers, board members, and/or the broader community. This includes but is not limited to:
  - Prominently display AmeriCorps signage within public view and post the Prohibited Activities list within regular view of the Member and Site Supervisor.
  - Support Member in wearing AmeriCorps gear/logo regularly if not daily.
  - Remind Member to identify as an AmeriCorps Member during their service such as within an email signature and on name tags in place of a "job title"

**Data Sharing and Collection** Partner Sites are required to assist Members with effective data collection and storage. *Specific data procedures will be provided to the Member and Site Supervisor by the Program.*

- You are responsible for collecting and retaining evaluation consent from the students' legal guardians. You can send a separate consent form, [such as this one](#), or we can work with you to develop one specifically for your site.
- **Support** The Site Supervisor will assist the Member with data collection, including but not limited to providing access to student records or registration forms, observational recording, the administration of surveys, and the accurate recording of service time including intervention sessions and youth progress, volunteer mobilization including number of volunteers and hours; and service projects.
  - The Member will be provided with access to participant data including demographics for reporting purposes and other relevant information needed
  - Supervisors will provide time and resources including computer and internet access during the members normally scheduled hours to collect and analyze data.
  - The Member may assist in other Partner Site data collection as relevant to their position and/or the Site continuous improvement.
- **Types of Data** The member will be asked to collect and report the following data:
  - Caseload student demographics including name, gender, race/ethnicity, birthday, grade, free/reduced price lunch status
  - Number of times & amount of time the member meets with each youth weekly
  - Types of interventions the member provides for each student
  - Student's SEL competencies measured by DESSA pre, mid, and post
  - Student goals and progress
  - Number of meals distributed for food security efforts (if relevant)
  - Number of volunteers mobilized and total hours served (if relevant)
- **Consent** Partner Site will include True North AmeriCorps on data collection consent forms signed by guardians at start of service term or will send home [additional data consent forms](#).
  - The Site is responsible for maintaining appropriate data collection consent, signed by a parent or guardian, for every student on file before any collection begins.
  - The Partner Site will provide a reasonable amount of information to the participants' parents/guardians regarding the Program purpose and Member service activities.
  - Provide the member with access to participant data including demographics (race, gender, age, socioeconomic status)
- **Confidentiality and Storage** The Partner Site will ensure Members are aware of and comply with all organizational confidentiality policies, best practices, and legal requirements including providing the member with a safe place to store information.

### **Additional Compliance**

- **Injury and Concerns** Notify the Program immediately of any problems or concerns with the Member or their service. Resources are available to assist in resolving such challenges.
  - Report any injuries the Member obtains while serving to the Program Director within 24 hours. Sites must use the Y's Incident Report and First Report of Injury
- **Member Removal** If, for any reason, the Member withdraws or is released from the Partner Site or the Program, there exists no guarantee of the assignment of another member.



- The Program reserves the right to remove the Member from the Partner Site in the event of non-compliance with this agreement, insurmountable challenges between the Member and Site, or other significant reasons as deemed appropriate by YMCA HR.
- Members must be released to aid in relief efforts related to natural or man-made disasters at the direction of Program staff.
- **Financial Compensation** The Partner Site may not provide the Member with monetary compensation, beyond the living allowance provided by the Program, for AmeriCorps service hours.
  - The Partner Site is generally prohibited from employing the member during their service.
  - With written pre-approval from the Program Director, the site may employ and compensate the Member for hours beyond their AmeriCorps service only if the duties performed are entirely separate in nature and do not overlap with service time.

## D. REQUIRED YMCA AND FEDERAL AMERICORPS POLICIES

**YMCA Child Abuse Prevention Policy:** The Site Supervisor must ensure member activities are compliant with all site child protection policies in addition to the Y's Child Abuse Prevention policies and procedures as partially outlined below, in full within the Supervisor Handbook, and [linked here](#). For questions or further information contact Cheryl Podtburg Duluth Area Family YMCA Risk & Safety Manager [cpodtburg@duluthymca.org](mailto:cpodtburg@duluthymca.org) 218-722-4745 x 115

- **Physical Contact Policy** Any inappropriate physical contact by TNAC members towards program participants will result in disciplinary action, up to and including termination.  
**\*The use of physical restraints by TNAC members is strictly prohibited.** If a member believes a youth is at risk of hurting themselves or others, measures should be taken to remove others, relocate to a safe space away from violence, notify supervisors, and determine what additional help is required. *Training in physical restraints obtained from outside organizations including the Partner Site are not accepted.*
- **Verbal Interactions** Members are prohibited from speaking to youth in a way that is, or could be construed as harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning, or humiliating. Members must not conduct sexually oriented conversations with or around youth.
- **One-on-One Interaction** TNAC members are prohibited from private one-on-one interactions with youth. In situations where one-on-one interactions are unavoidable, members should observe the following guidelines to manage the risk of abuse or false allegations of abuse:

### Guidelines for One-on-One Interactions

- Always move to a public place where you are in full view of others.
- Avoid physical contact that can be misinterpreted.
- If meeting in a room or office, leave the door open or move to an area that can be easily observed by others.
- Inform other adults you are alone with a youth and ask them to drop in.
- Document and immediately report any unusual incidents, including disclosures of abuse or maltreatment, or any interactions that might be misinterpreted.
- Inform your supervisor any time that you are in a one-on-one situation with a participant.

- **Electronic Communication** Any private electronic communication between Members and youth, including the use of social networking websites like – Facebook, Instagram, Snapchat, instant messaging, texting, online gaming sites, etc. – is prohibited. All communication between members and youth must be able to be monitored by others, i.e. parents, care-givers, supervisors, co-workers.
  - Electronic communication initiated by a youth participant to a member should be immediately redirected to approved, transparent and monitored channels. Members should notify their supervisor of any youth-initiated private communication via electronic means immediately. TNAC members are accountable to be fully knowledgeable of social media policies and follow them at all times.
- **Cell Phones** While serving youth, Members are generally not permitted to use electronic communications



devices including internet use, text messaging and/or emailing pictures. Personal communication/cell phone use during service is prohibited outside of member breaks. Use of personal electronic devices to contact (via voice, text, or pictures/video) program participants for personal and/or inappropriate reasons shall be grounds for termination.

- Occasions in which Members will need to use personal or organizational issued communication devices include: field trips, on-site essential communication, off-site programs, and in the case of emergencies. In these cases, use must be public and should be limited to necessary contacts only.
- **Gift Giving** Members should not give gifts to non-relative youth participants. If a member wishes to do something to support a particular youth or family, they should contact the Risk & Safety Manager to determine the best course of action. If a member wishes to purchase something for an entire group of children, they should contact their supervisor to determine the best course of action.
- **Babysitting** TNAC members are strongly discouraged from providing babysitting services to participants they have met through their service. While it cannot be prohibited, the following policies must be followed:
  - Members are prohibited from soliciting, advertising or in any way offering personal babysitting or related services to any program participant during service hours.
  - Members are prohibited from transporting children to or from Y, Partner Site, or other TNAC programs, in personal, babysitting, or 1:1 situations
  - Prior to babysitting for any family, members must notify the Program Director.
- **Overnight Activities** As a general rule, the Y does not allow overnight travel or trips. If there is a desire to run an overnight event with TNAC support (such as a lock in), the Site Supervisor must contact the TNAC Program Director. Any overnight activities will need to be approved by the Y's Risk and Safety Manager.

**YMCA Driving Policies** True North AmeriCorps members may be asked to drive as part of their service role. A Partner Site that anticipates having the member drive must inform the program in advance and abide by the policies listed below. *A partner site may not require the member to drive in situations in which they do not feel safe doing so.*

- All Members driving for TNAC service purposes must possess a current valid driver's license and their driving record must meet the qualifications of the Y's insurance carrier. It is the responsibility of every individual operating a Y association vehicle, partner site vehicle, or their own vehicle for TNAC service purposes to drive safely and obey all traffic, vehicle, safety and parking laws and regulations.
- **Prior to driving a Y or Partner Site Vehicle TNAC Members:** Complete a Motor Vehicle Report Background Check; Review and sign the "YMCA Driver Safety Agreement;" Submit a copy of valid driver's license to YMCA HR; Complete the West Bend Defensive Driving course
  - Y Vehicles may not be used for personal purposes. Members placed at non-Y sites may contact the TNAC Program Director to reserve Y vehicles for TNAC service-related purposes.
  - Partner Sites providing vehicles for members to drive must ensure the member has completed the steps above, feels comfortable driving the vehicle, and that the vehicle meets Minnesota requirements for safety, licensing, and insurance.
- **Legal Responsibilities:** The member is responsible for all speeding, parking, and driving related tickets and citations received while operating YMCA owned vehicles. Any tickets or citations received by the Y, other than those related to maintenance, will be submitted to the member who operated the vehicle at the time. While driving for TNAC service-related business members are expected to follow posted speed limits, practice defensive driving, wear seat belts, and take a sufficient number of driving breaks. Members may not use cell phones or smoke while operating a Y vehicle
- **Personal Vehicles:** In some instances it may be necessary for a TNAC member to drive their personal vehicle for the purpose of TNAC service-related activities. Members must maintain personal auto liability insurance aligning with Minnesota regulations. The Y is not responsible for any damages or fines incurred while conducting business in a personal vehicle.

- **Members may not transport children or volunteers/staff under 18 in their personal vehicle for any reason.**
- Partner Sites requiring Members to use their personal vehicle must provide mileage reimbursement for service-related driving 50 miles or greater from the Member's service site. Mileage may not be provided for
- **Transporting Kids:** TNAC Members may transport participants to and from programs and activities. Therefore, the following guidelines and policies apply:
  - Authorized transportation should only happen in approved YMCA or Partner Site vehicles. Members are never to transport children in their personal vehicles.
  - Members are never allowed to transport youth in a one-on-one situation.
  - Members must follow the Transportation Best Practices listed below.
- **Transportation Best Practices**
  - Require written permission from the primary caregiver for all youth on the trip. Take a copy of these permission forms and medical releases with them on the trip.
  - Require a roster of the youth on the trip. Use this roster to take attendance when boarding the vehicle, when leaving the vehicle, and periodically throughout the trip.
  - Have an additional adult besides the driver whenever possible. Additional adults should sit in seats that permit maximum supervision.
  - When possible, higher risk youth are seated by themselves or near the adult.
  - Drivers are not allowed to make unauthorized stops.
  - Where applicable, document the beginning and ending time of the trip and the mileage, names of the youth being transported, and the destination.
  - Any unusual occurrences should be documented by using an incident report.

### **Federal Policy: Prohibited Activities**

The Partner Site will ensure the AmeriCorps members do 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 per 45 CFR 2520.65.

- (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 contracts 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 -
  - (i) A business organized for profit;
  - (ii) A labor union;
  - (iii) A partisan political organization;
  - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
- (v) An organization engaged in the religious activities described in this section, unless AmeriCorps assistance is not used to support those religious activities; and
- (9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;

- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) 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.
- (12) Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities.
- (13) Such other activities as AmeriCorps may prohibit.

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

**Federal Policies: Supplantation, Non-Duplication and Non-Displacement** The following policies outline restrictions that govern the use of AmeriCorps assistance.

**A. Supplantation:**

AmeriCorps assistance may not be used to replace State or local public funds that had been used to support programs of the type eligible to receive AmeriCorps support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

**B. Non-Duplication:**

AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, AmeriCorps 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. [45 CFR 2540.100 (e)]

**C. 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 participant in a program receiving AmeriCorps assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps 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 AmeriCorps assistance may not perform any services or duties, or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
  - i. Will supplant the hiring of employed workers; or
  - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
  - i. Presently employed worker;
  - ii. Employee who recently resigned or was discharged;
  - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out. [45 CFR 2540.100 (f)]

**Federal Policy: Non-Discrimination** TNAC and the Y do not discriminate in program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or

expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law. Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Program Staff.

It is 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 AmeriCorps. If you believe that you or others have been discriminated against, or if you want more information, contact:

**Duluth Area Family YMCA**

302 W 1st St Duluth, MN 55802

Kayla Martin, HR Manager, [kmartin@duluthymca.org](mailto:kmartin@duluthymca.org)

**Equal Opportunity Program (EOP)**

AmeriCorps

1201 New York Ave NW, Washington, DC 20525

Voice: (202) 606-7503; TTY: (202) 565-2799; Email: [eo@cns.gov](mailto:eo@cns.gov)

The Y make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Site Supervisor, site contact, and/or Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members 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. We 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 Program Staff.

**Note to Partner Sites:** In any case of discrimination related to an AmeriCorps member, the Partner Site must contact TNAC Program Staff before taking action.

**CIVIL RIGHTS AND NON-HARASSMENT**

AmeriCorps has zero tolerance for the harassment of any individual or group of individuals for any reason. AmeriCorps is committed to treating all persons with dignity and respect. AmeriCorps 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 AmeriCorps, must be free from all forms of harassment. Whether in AmeriCorps 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 AmeriCorps 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.

AmeriCorps does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a AmeriCorps employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Supervisors and managers of AmeriCorps programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, must immediately take swift and appropriate action. AmeriCorps will not tolerate retaliation against a person who raises harassment concerns in good faith. Any AmeriCorps 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 AmeriCorps and all other Federal agencies.

*Any person who believes they have 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 AmeriCorps program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). OCRI may be reached at (202)606-7503, (202)606-3472 (TTY), [eo@cns.gov](mailto:eo@cns.gov) or [www.nationalservice.gov](http://www.nationalservice.gov).*

## **DIVERSITY EQUITY AND INCLUSION**

True North AmeriCorps and the Y values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible differences present without our Program. We believe we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity.

By agreeing to be a Partner Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by partner organizations that are not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between TNAC and the Partner Site could be terminated.

## **E. SITE FINANCIAL RESPONSIBILITY: CASH MATCH**

**We are fortunate to be able to fully waive the cash match for this year due to additional federal funding match replacement.**

## **F. SUPERVISOR IN-KIND REPORTING**

Monthly In-Kind reporting is required as a Partner Site with a placed Member. In-kind contributions include the time, resources, and services that are supplied by a Partner Site. In other words, the *necessary and reasonable* expenses incurred as a result of hosting a True North AmeriCorps member. Supervisors will submit in-kind reports by the 5th of each month via OnCorps (<https://mn.oncorpsreports.com>) In-Kind reports must be documented on site in calendar, receipt, or invoice form and must be made available upon request for seven years.

- 1) **In-Kind Hours** Costs related to the direct supervision of the member: one-on-one or small group time (meetings, trainings, program planning). It is not program time.
  - a) Site Supervisors who report in-kind must pass a National Service background check. The Program will pay for one supervisor per service term. If a supervisor changes or the supervisor misses a scheduled fingerprint appointment, it will be the sites responsibility to pay for the additional check.
- 2) **In-Kind Other** Refers to the *necessary and reasonable* costs of hosting a member such as:

- a) Office Space: the Partner Site must provide the member with access to workspace which includes a computer, internet, and all materials necessary to complete assigned tasks.
- b) Supplies: necessary items purchased for the member to use with students.
- c) Training: on-or off-site training that is provided to the member by the host site

### 3) In-Kind Notes

- a) Federal funding cannot be used to pay in-kind match unless accompanied by written authorization from the Federal Grants Officer giving authorization to use federal dollars as match for another federally funded program. Example: if a Site Supervisor's salary from federal grant funds they're not be able to report supervisory hours
- b) Sites that do not submit in kind will be charged a \$1,500 fee per member at the end of the service term and may lose their ability to host a member in the future.**
- c) Receipts, invoices, or other proof of in-kind expenses must be retained by the program for 7 years and made available upon request.

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## TRUE NORTH AMERICORPS RESPONSIBILITIES

True North AmeriCorps (the Program) agrees to meet the following requirements and responsibilities as outlined by the Corporation, the Program, and its fiscal host, the Duluth Area Family YMCA.

### A. MEMBER MANAGEMENT

- 1) **Recruitment** The Program will conduct broad, area-wide recruitment online and in person and will work with Partner Sites to develop site-specific recruitment plans. The Program will develop recruitment materials to distribute to Partner Sites.
- 2) **Selection** The Program will ensure candidates meet the minimum qualifications. The Partner Site selects the candidate they believe will be the best fit for their organization and position unless they have selected the "assigned" option. The Program will make every effort to match the Member with a Partner Site that provides the best fit for qualifications, time commitment, and personal development goals. *The Program reserves the right to make the final decision regarding the selection of AmeriCorps members.*
- 3) **Background Checks** The Program will conduct required National Service Criminal History background checks on all applicants prior to their official enrollment in the program. Positions are contingent on these results. The Program reserves the right to disqualify a member for not disclosing past criminal history or for not clearing the background checks.
  - a. An individual is ineligible to serve with any AmeriCorps program if they:
    - i. Refuse to consent to State Criminal Registry and/or FBI background checks.
    - ii. Make a false statement concerning their criminal history.
    - iii. Are registered or required to register as a Sex Offender..
    - iv. Have committed murder as defined and described in 18 U.S.C. § 1111.
  - b. Applicants may also be disqualified for any of the following: being convicted of child abuse, neglect, or maltreatment; being convicted of assault or drug charges within the last year; other charges as deemed significant by YMCA Human Resources
  - c. Partner Sites are expected to do their due diligence in conducting their own background checks to determine eligibility based on any additional criteria of their own hiring policies.
- 4) **Benefits** The Program and/or AmeriCorps will provide the following benefits to the Member. Please see the Applicant Guide or other recruitment materials for the specific benefit amounts.
  - a. Living Stipend paid twice monthly via direct deposit.
  - b. Education Award upon successful completion of the program.

- i. May be used for past or future student debt and saved for 7 years.
    - ii. May be gifted to a child, grandchild, or foster child if the member is over 55.
  - c. Student Loan Forbearance and interest repayment on qualifying loans.
  - d. Free Health Insurance if the Member is full-time (35 hrs/week) and qualifies.
  - e. Child Care assistance if the Member is full-time (35 hrs/week) and qualifies.
  - f. YMCA Membership which can be used nation-wide
  - g. Workers Compensation for service-related issues and FICA \*must submit incident reports to the Program Director within 24 hours\*
- 5) **Training and Support** The Program will provide ongoing training and support to the Member and Site Supervisor. Additional training provided upon request.
- a. **Program Updates** will be emailed to both the Member and Site Supervisor (at least monthly) including deadlines, events, helpful resources, and general information.
  - b. **Site Visits** with the Program, Member, and Site Supervisor will occur twice per service term. Once per term for Summer-Only Members
  - c. **Site Supervisors** will receive one or more trainings per service term. Program staff will check in regularly and provide additional training as needed.
  - d. **Member training** topics include: professionalism, mandated reporting, youth program quality best practices, social emotional learning, behavior management, cultural competency, trauma responsiveness, data tracking, volunteer mobilization, and more.
    - i. A calendar of events will be provided at the start of the term, updated as needed.
    - ii. The Member must be released from regular site activities for Program trainings.
    - iii. Members who miss training for any reason are required to make it up using the online materials provided by the Program. The Site should provide time for members to do this during normal service hours if possible.
    - iv. Members may be asked to attend special events which may include evenings or weekends. Adequate notice will be given so arrangements can be made to ensure full participation.
  - e. **Personnel Issues** Program staff will work in conjunction with the Site Supervisor and Member to resolve issues that may occur during the program year.
    - i. The Program has the authority to dismiss or suspend the Member for any reason in accordance with the rules of AmeriCorps.
    - ii. The Program may also reassign the Member to another Service Site or change the number of contracted service hours when necessary.
    - iii. The Program will consider holding the Member's living stipend or removing the Member from the Partner Site or the Program as needed, in accordance with the Program's policies and procedure.
  - f. The Program will provide appropriate support when:
    - i. A situation with the Partner Site or Site Supervisor prevents the Member from successfully completing their service term.
    - ii. Situations or life events occur that may delay or prevent the Member from successfully completing their service term.
    - iii. The Member experiences other challenges relating to their service or completion of service.

## B. PROGRAM MANAGEMENT

- 1) **Member Personnel File** Program staff maintain a personnel file for each member, which includes pre-service enrollment and HR paperwork, background checks, incident documentation, and other materials as required.



- 2) **Site Selection** The Program will select Partner Sites whose missions are aligned with the Program, the Duluth Area Family YMCA and AmeriCorps.
- 3) **Reporting** The Program will send reminders and information to the Member and Site Supervisor regarding reporting requirements for the program.
  - a. Program staff monitor Member service hours as reported on their timesheets using OnCorps to ensure that Members are able to complete their term of service successfully.
  - b. Program staff will provide a mid-year status report to the Member and Site Supervisor
  - c. Program staff collect and report program data on a quarterly basis, including in-kind reports, member performance evaluations, and progress monitoring reports as those outlined by AmeriCorps regulations and agreed upon by ServeMinnesota and the Program
  - d. The Program will provide the Partner Site with relevant results from evaluation data analysis once this data has been reported to AmeriCorps.

**Any questions about this agreement, program policies, or requirements should be directed to:**

**Alice Werle, Program Director [awerle@duluthymca.org](mailto:awerle@duluthymca.org) 218-722-4745 x169**

**STATEMENT OF UNDERSTANDING**  
**True North AmeriCorps Partner Site Agreement**  
Service Term 2022-2023

This serves as an agreement between the Partner Site and the Program for the 2022-2023 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2023 or the members last day of service. Any amendments to this agreement shall be done in writing.

The Program may, with five days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

<b>Partner Site Organization/Program Name</b>	
<b>Lead Contact Name</b>	<b>Title</b>
<b>Lead Contact Signature</b>	<b>Date</b>
<b>Site Supervisor Name</b>	<b>Title</b>
<b>Site Supervisor Signature</b>	<b>Date</b>

**THIS AGREEMENT MUST BE SIGNED AND RETURNED  
PRIOR TO MEMBER START DATE**

**ATTN:** Alice Werle, TNAC Director

**MAIL:** 302 W 1<sup>st</sup> St Duluth, MN 55802

**EMAIL:** [awerle@duluthymca.org](mailto:awerle@duluthymca.org)