

**Civic Leadership & Engagement Corps**  
**Member Service Agreement**  
**2022-2023**



**AmeriCorps**



WASHINGTON  
**Campus Coalition**  
FOR THE PUBLIC GOOD



**C L E C**

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## Introduction

Dear CLEC AmeriCorps Member,

Washington Campus Coalition for the Public Good is committed to making your Civic Leadership & Engagement Corps (CLEC) AmeriCorps experience as successful as possible for you, your host site, and the communities in which you are serving. Thank you for your commitment to national service and helping to solve critical community needs!

This Member Service Agreement is a contract that lays out important details about your service, including your benefits, expectations, rights, responsibilities and more as a CLEC AmeriCorps member.

**Please read this contract carefully and ask for clarification from your host site or CLEC staff, if needed, prior to signing. We are here to support you!**

Sincerely,

**CLEC Program Staff**  
**Washington Campus Coalition for the Public Good**  
[wacampuscoalition.org](http://wacampuscoalition.org)

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## Member Term of Service - Key Dates & Information

CLEC AmeriCorps Member Name

Site Supervisor Name & Host Site

Term of Service

Education Award

Start Date

End Date

## **Purpose**

The purpose of this Member Service Agreement (MSA) is to delineate the terms, conditions, and rules of membership regarding the participation of the AmeriCorps member (hereafter called the “member”) in Washington Campus Coalition for the Public Good’s Civic Leadership & Engagement Corps program (hereafter called “CLEC”).

## **Eligibility Requirements**

CLEC requires that all members serving in the program meet the following eligibility requirements:

1. Be a citizen, national, or lawful permanent resident alien of the United States
2. Be 18 or older
3. Have an AA/BA or some college
4. Pass a National Service Criminal History Check and not have a sexual offense or murder conviction (other offenses may also prohibit participation and are determined on a case-by-case basis; it is the responsibility of the host site if additional checks are required for the member’s service)
5. Not be concurrently enrolled in another full-time term of service in a single program year

The member must provide documentation to prove eligibility requirements. CLEC staff will conduct criminal history checks to ensure prospective members have not had a sexual offense or murder conviction. CLEC staff will review documentation and retain it in the member’s file.

## **Volunteer Status**

The member is considered a volunteer and is not an employee of the host sites, CLEC, fiscal agent, or federal government. Members are participants of a national service program.

Hours served and living allowance earned with the program are explicitly excluded from credit for unemployment compensation.

## **Terms of Service**

1. The member’s AmeriCorps Position Description (attached) outlines the member’s project activities.
2. The member’s term of service begins on \_\_\_\_\_.
3. The member will complete a minimum of \_\_\_\_\_ hours by \_\_\_\_\_.
4. The member is expected to complete their full term of service (total number of hours) and serve at their host site for the full length of time from their start date through their end date (even if they complete their hours early).
5. Members should not expect to be exited early before their end term date. If a member wishes to end their service early because they have already completed their hours, they must submit a written request to their site supervisor and CLEC staff. Approval may be granted on a case-by-case basis.
6. CLEC and the member may agree to alter or extend the term of service, in writing, for the following reasons:
  - a. The member’s service is suspended.
  - b. The member’s service is terminated, but a grievance procedure has resulted in reinstatement.
  - c. CLEC deems necessary within reason and with notification to the member.
7. The member understands that CLEC defines the successful completion of the term of service per AmeriCorps regulations.
8. The member understands the obligations of the terms of service and will:
  - a. Respond to written and verbal communication and requests in a timely manner from CLEC staff

- b. Complete CLEC orientation and training
  - c. Comply with all CLEC policies/procedures and adhere to the program's Standards of Conduct (see below)
  - d. Submit all required eligibility documents and forms
  - e. Comply with the timesheet policy described below
  - f. Complete and submit timely program evaluations and progress reports
9. The member understands that eligibility for a second term of service requires completion of their first term of service, receiving a satisfactory performance review for any previous term of service, and demonstrating strong leadership skills. Eligibility for an additional service term does not guarantee selection or placement.
10. **The member understands that to receive their Education Award, they must exit the program in full compliance by submitting ALL program documentation within 14 days of their final date of service.**

This includes:

- a. All Timesheets
- b. All Progress Reports (submitted by supervisor)
- c. Performance Evaluation(s): Mid-term (stipend members only) and End-of-Service (all members)
- d. MyAmeriCorps exit form

Failure to complete all documentation may result in the member being [released for cause](#).

### **Program Assessments**

Program assessments are a critical part of the CLEC program to demonstrate impacts on both our members and beneficiaries in order to sustain the program.

#### Performance Evaluations

Student Fellows 300- and 450-hour members and their supervisors must complete one performance evaluation at the end of their service. Full- and half-time Stipend members and their supervisors must complete two performance evaluations at the mid-term and end of service.

Performance Evaluation templates are provided by CLEC. During performance evaluations, the supervisor and member will reflect on the member's progress and skill development and determine if they are on track to complete the required service hours and responsibilities.

Members who do not receive a performance evaluation will not receive an education award.

#### Progress Reports & Great Stories

Members must complete quarterly progress reports as part of their direct service hours. These will be submitted approximately every three months. This includes maintaining data sheets of key program outputs, e.g., number of individuals served, and program outcomes.

Each member is also required to submit at least one "Great Story" per quarter (every three months), with a picture of themselves wearing their AmeriCorps gear and in action. Stories will be submitted through the America Learns system. Stories should demonstrate the impact of the member's service on the program beneficiaries (individuals served; for environmental stewardship projects – public and/or tribal

lands) and/or the impact of national service on the CLEC AmeriCorps member. A WACC/CLEC photo release is required if faces of any non-members are pictured, with the exception of elected officials.

### Site Monitoring

Members and site supervisors must complete a site monitoring survey in the winter or spring, to be sent by CLEC staff. CLEC staff will also conduct annual site monitoring visits for selected sites. Site monitoring visits may be in-person or virtual with both members and site supervisors.

### **Timekeeping**

#### Timesheet Submissions

The member is required to log their service hours using the America Learns timekeeping system. The member may only count hours while serving at their host or service site, on their campus, while tele-serving during COVID-19, or during a service project or training. Members may not count travel time to and from a service site as service hours unless they are discussing their project with staff or other program participants while in travel status.

**The member is responsible for ensuring they are able to complete their full term of service before their end date.** The member must work with their supervisor to ensure that enough time is served during each pay period to complete the allotted hours. Members will need to plan around any days their site is closed (e.g., holidays) or during planned approved vacation as they will not be accruing hours during that time.

#### Timesheet Due Dates

- Members must submit their timesheet on the 1st and 16th of each month (e.g., September 1-15 - due September 16<sup>th</sup>; September 16-30 - due October 1<sup>st</sup>).
- Timesheets must be approved by the site supervisor within 4 days (by the 5<sup>th</sup> and 20<sup>th</sup> of each month) after members submit their timesheet.
- Supervisors are responsible for knowing their member's day-to-day activities as reflected on their timesheets. By approving the member's timesheet, the supervisor certifies the accuracy of the total hours served against their records. Failure to ensure accuracy and/or timely submissions of member timesheets may result in reduced allocations to the host site in the future.
- Three or more missing timesheets may be cause for termination.

#### Lunch Break Policy

The Member is encouraged to take 30 to 60 minutes for lunch each day. Lunch breaks may not be counted as direct service or be included on timesheets under any service category.

#### How To Count Service Hours

- Full-time members are expected to serve eight hours per day during general business hours. Some weekend hours are expected for events, conferences, and National Days of Service. Student Fellows, part-time, and half-time members will have varying hours.
- **Members may not log service hours in advance.**
- Health and wellness are a top priority for CLEC. Therefore, members should not be scheduled for more than the following hours (except under exceptional circumstances):
  - 12 hours in one day
  - 60 hours in a week
  - 200 hours in a month

- Members must serve a minimum of 1 hour per timesheet period. Pre-approved extenuating circumstances (e.g., winter leave, spring break) must be approved with the host site supervisor and CLEC staff.
- Full- and half-time Stipend members are expected to serve a minimum of 75% of their scheduled service hours each month. If a member falls below 75% for 2 consecutive months, they will receive written notice from CLEC staff.
- Consistently late, incomplete, or unapproved timesheets is a violation of the Standards of Conduct (listed below). Non-submission of timesheets for three consecutive timesheet periods may be considered abandonment and considered as [cause for release](#) from service.

### Teleservice

If performing teleservice service (remote or service from home), the member and supervisor must complete and submit a Teleservice Form to CLEC staff to ensure a safe work environment, per the CLEC Teleservice & Service Location Policy.

### **Recording Hours**

#### Direct Service Hours

- 70-100% of service hours must be direct service.
- **Academic class time taken for credit cannot apply towards the member’s term of service.**
- Only hours served at the project site(s), approve offsite locations (e.g., National Days of Service), or for approved teleservice may be recorded on the member's timesheet.
- Direct service includes all program training provided by the host site, Washington Campus for the Public Good and AmeriCorps, as well as check-ins with CLEC Team Leaders.
- Direct service includes submitting timesheets and completing evaluation requirements such as providing a “Great Story.”
- Internships, practicums, and service learning may be counted towards the member’s term of service when defined in the position description.
- Hours volunteered outside the project scope as outlined in the AmeriCorps Position Description cannot be counted towards the member's service hours without prior written approval from the site supervisor and CLEC staff.
  - Exception: National days of service (e.g., MLK Day, 9/11 Remembrance Day, AmeriCorps Week).

#### Professional Development Hours

- Up to 20% of service hours may be spent on professional development. These hours are optional to complete but are encouraged.
- These hours must be recorded on the timesheet as “Professional Development” and approved by the supervisor. They may not negatively affect the member’s ability to serve.
- Some examples of acceptable member professional development activities include:
  - Any reflection, elective classes, symposiums, workshops, or presentations that will support the member’s service to their community
  - New language acquisition to better serve the community
  - Expanding the member’s network and developing networking skills while working with local non-profits and/or government agencies
  - Development, implementation, and/or involvement with peer training
  - An intercultural communication class to work more effectively with recent immigrants at the member’s service site



- Professional conference workshops and presentations

### Fundraising Hours

Per the [AmeriCorps Fundraising Policy](#), the member may spend no more than ten percent (10%) of their term of service performing fundraising activities.

AmeriCorps members may only fundraise to procure funds or resources directly in support of the host site's service activities. Examples:

1. Seeking book donations from companies or 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 members of the community and is delivered, in whole or in part, through the member
5. Seeking donations from alumni for specific host site service projects performed by the member

The member may not:

1. Fundraise for living allowances
2. Fundraise for their host site's general operating expenses or endowment
3. Write a grant application to AmeriCorps or any other federal agency

### Administrative Hold Status

"Administrative Hold Status" exists any time a member is not serving at a host site yet remains enrolled in the program. Administrative Hold Status may be for a maximum of 30 days (about 4.3 weeks). Hours will not be credited toward the total service hours required for the education award. Medical benefits continue during a period of Administrative Hold, but the member's living allowance and childcare benefits will be on hold.

## **AmeriCorps Benefits**

### Education Award

Upon successful completion of the term of service, the member will receive the education award listed at the top of this form from the National Service Trust. Education awards can be used to repay qualified student loans or pay the cost of attending eligible higher education institutions (including specific vocational programs). Please review the [AmeriCorps website](#) for more information on how to use your educational award.

In addition:

- The education award is valid for seven years after the date the member completed the program.
- The education award is taxable at the time used.
- 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), then they must agree to obtain a high school diploma or its equivalent before using the education award.
- Members 55 and older may transfer their education award to a child, grandchild, or foster child per the guidelines of AmeriCorps.

- Failure to disclose any history of being released for cause from another AmeriCorps program may render the member ineligible to receive the education award.

### Workers' Compensation

The member is covered by Department of Labor and Industries Workers' Compensation for service-related accidents. Coverage provides compensation for illness or injury if it is caused or aggravated during the performance of the member's authorized duties. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the member's misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others. This coverage will pay benefits to the member in case of injury while performing their service assignment's usual and customary duties. Accidents must be reported to the host site supervisor immediately.

### Loan Forbearance

The member is eligible to have the repayment of certain qualified student loans deferred while they serve in AmeriCorps. The postponement, called forbearance, is not automatic. Members do not have to make payments on eligible loans during a period of forbearance, although interest continues to accrue. The member must request forbearance from their loan holder through their My AmeriCorps online account. The member must register for their online account at the beginning of their term of service. The National Service Trust does not grant forbearance; the loan holders do. The Trust merely verifies membership in AmeriCorps and forwards the documents to the loan holder. Student loans that are in default may not be eligible for loan forbearance.

### Payment of Interest on Qualified Student Loans

Upon successful completion of a term of service, the National Service Trust will pay, on behalf of the borrower (the member), all or a portion of the interest that accrued on a qualified student loan during the member's term of service. A qualified student loan is 1) any loan, made, insured, or guaranteed pursuant to Title IV of the Higher Education Act of 1963, as amended, other than a loan to a parent of a student pursuant to section 428B of such Act; 2) any loan made pursuant to Titles VII or VIII of the Public Health Service Act; and 3) any loan determined by a Title IV institution of higher education to be necessary to cover a student's cost of attendance at such an institution and made directly to a student by a state agency. The loan must have been in forbearance, deferment, or a grace period during this period. Payment will only be made to the loan holder. The payment, like payments from the member's education award, is considered taxable income in the year the payment is made.

If the member obtains loan forbearance at the beginning of their term of service, they must submit an Interest Accrual Form to their loan holder up to 30 days before their service ends. Submission is made through the member's My AmeriCorps account. The loan holder will complete the applicable portion of the form, compute the total accrued interest, and send it to the Trust for payment. The Trust will only pay interest if the member completes their term of service and receives an education award. This amount, in addition to the education award, is taxable.

### Living Allowance (Stipend members only)

For stipend members, the living allowance is designed to help the member meet necessary living expenses incurred while participating in the program. **The living allowance is not an hourly wage and will not fluctuate based on the hours served in each period.** The member may not fundraise for their living allowance.

The living allowance is typically paid in 20 payments (for a 10-month term of service) or 21 payments (for a 10.5-month term of service). If member needs to extend their term of service, they will not receive additional living allowance payments or health insurance coverage beyond the service term listed in this Member Service Agreement.

Washington Only: The member will receive a monthly living allowance which will automatically be deposited into a pre-determined checking account on the 10<sup>th</sup> and 25<sup>th</sup> of the month. If these dates fall on a Saturday, deposits will be made on the previous Friday. If they fall on a Sunday, deposits will be made on the following Monday. Members are required to enroll in Western Washington University's Electronic Funds Transfer (EFT). Members do not have the option of receiving paper checks.

Idaho Only: The member will receive a living allowance which will automatically be deposited to a pre-determined checking account twice per month. Members are required to enroll for Electronic Funds Transfer (EFT) through the Intuit QuickBooks Payroll system. Members do not have the option of receiving paper checks.

#### Deductions (Stipend members only)

The member's living allowance is subject to deductions for federal income tax, state tax (if applicable), medical aid (Workers' Compensation), Social Security, and Medicare. Withholding deductions will vary according to the number of deductions claimed on the W-4.

#### Health Insurance (Full-time Stipend members only)

Full-time Stipend members who are not otherwise covered by a healthcare policy when they begin their term of service are eligible to receive health insurance through AmeriCorps. Family members do not qualify for coverage through the insurance policy. COBRA guidelines are not applicable for the member since they are not considered employees of their host site, service location site, Washington Campus Coalition for the Public Good, the fiscal agent, or the federal government.

Health insurance is intended to cover the member during their term of service only. If a member needs to extend their term of service, there is no guarantee that health insurance coverage will also be extended.

#### Childcare (Full-time 1700-hour stipend members only)

Full-time 1700-hour Stipend members may be eligible to receive childcare support while participating in national service.

### **Prohibited Activities**

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by AmeriCorps, members may not engage in the following activities (see [§45 CFR 2520.65](#) for more information):

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:
  - 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
  - e. An organization engaged in the religious activities above, unless AmeriCorps assistance is not used to support those religious activities
9. Providing abortion services or referrals for receipt of such services
10. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive
11. Such other activities as AmeriCorps may prohibit

In addition, the following activities are prohibited:

1. 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.
2. Election and Polling Activities: AmeriCorps members may not provide services for election or polling locations or support such activities.

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

### **Standards of Conduct and Disciplinary Guidelines**

If a member violates the Standards of Conduct, progressive discipline steps will be determined and implemented. The supervisor and CLEC staff are responsible for determining the severity of the violation and determining the appropriate disciplinary action. The supervisor will determine the number of days of suspension.

However, depending on the severity of the violation, the supervisor may forgo verbal and written warnings and suspend or discharge the member.

The supervisor and CLEC program management will review any behavior which affects the member's ability to perform their service assignment or is not in the best interest of the host site and will implement a corrective action plan.

## Member Standards of Conduct

Members must adhere to the following Standards of Conduct. Failure to comply will result in disciplinary action and/or Release for Cause with Unsatisfactory Performance (defined below).

### Group A:

- Be honest, act respectfully, and model integrity
- Act professionally and ethically
- Follow supervisor's and CLEC staff's instructions and perform responsibilities to the best of your ability
- Comply with the rules and standards of the host site and/or the service site
- Adhere to dress codes and grooming standards of the host site and/or service site
- Notify supervisor of intent to be late or absent within 30 minutes of scheduled start time; must have reasonable cause.
- Request permission from supervisor before leaving host or service site
- Submit timesheets in a timely fashion and communicate with supervisors to ensure timesheet approval is completed in a timely manner.
- Follow all CLEC and host/service site policies and procedures
- Wear AmeriCorps service gear while at the host/service site or in the community while performing responsibilities as an AmeriCorps member
- Do not use inappropriate language (i.e., profanity)
- Do not participate in AmeriCorps Prohibited Activities (listed above)

### Disciplinary Guidelines for Group A Standards of Conduct Violations:

1. First offense: Verbal warning
2. Second offense: Written warning or suspension (depending on the severity of the offense)
3. Third offense: Discharge and Release for Cause with Unsatisfactory Performance

### Group B:

- Do not have sexual relations or be perceived to be having sexual relations with student coaches, supervisors, or program participants
- Do not falsify timesheets or other program records
- Abide by the [Civil Rights and Non-Harassment Policy](#)
- Abide by the [Drug-Free Workplace Act](#)
- Do not have an unexcused absence from service assignment for three consecutive days
- Do not engage in any activity that may physically or emotionally damage other members, students, mentees, supervisors, staff, or community members
- Follow all local, state, and federal laws
- Notify supervisor and CLEC staff immediately of criminal arrest/conviction while serving

### Disciplinary Guidelines Group B Standards of Conduct Violations:

1. First offense: Immediate suspension or discharge and Release for Cause with Unsatisfactory Performance

## **Drug-Free Workplace Act**

The Member is required to sign a Drug-Free Workplace (Service Location) Agreement. Per the [Drug-Free Workplace Act](#), the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited while serving as an AmeriCorps member. Alcohol and drug abuse adversely affect

health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program.

### **WWU Drug & Alcohol-Free Policy**

Washington Campus Coalition for the Public Good and the CLEC program are based at Western Washington University and follow WWU policies. WWU is committed to an environment which is free of alcohol and other drug abuse for students, faculty, and staff. It maintains this commitment in support of academic excellence, work performance and quality of life as well as for the future well-being of all members of this community.

Western Washington University provides:

1. Information about alcohol and other drugs and the reduction of associated risks;
2. Appropriate intervention when alcohol or other drug use creates unwanted or unintended consequences; and
3. Support for members of this community in reducing the risk of consequences associated with alcohol and other drug abuse.

Western Washington University will uphold state and federal laws pertaining to alcohol and other drug use. All students, faculty and staff are required to comply with these laws. Action will be taken on any violation of State and Federal law or University regulations concerning alcohol and other drugs which

1. Occurs in or on property controlled or owned by Western Washington University; or
2. Involves University business or activities; or
3. relates directly and materially to the fitness of staff or faculty members in their professional capacities.
- 4.

For more information: [POL-U7400.01 Policy Concerning Alcohol and Other Drugs | Policies & Procedures | Western Washington University \(www.edu\)](#)

### **Member Safety**

CLEC requires that participating host sites provide a safe and supportive service environment for the member with reasonable accommodations, if needed (See [Reasonable Accommodations Policy](#)). Host sites must provide a service environment free of harassment or discrimination (See [Civil Rights and Non-Harassment Policy](#)).

Host sites must train members on safety resources and protocols for their campus and service sites. For example, some campuses provide an escort service to accompany people to their cars at night if they are on campus after dark. Members must know what to do during emergencies such as a campus/school lockdown or natural disaster. In addition, CLEC will include safety information during program training for members.

All accidents or injuries must be reported to host site and CLEC staff, regardless of whether medical attention is needed or received.

If performing remote service, the member and supervisor must sign and submit a teleservice form to CLEC staff to ensure a safe work environment.

## **Non-Duplication and Non-Displacement**

Certain restrictions ([§2540.100](#)) govern the use of AmeriCorps assistance.

### Non-Duplication:

AmeriCorps support may not:

1. Be used to replace state and local public funds used to support programs of the type eligible to receive AmeriCorps support
2. Duplicate an activity already available in the locality of a program
3. Be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities offered by a state or local government agency in which such entity resides

### Non-Displacement:

AmeriCorps support may not:

1. Displace an employee or position, including partial displacements such as a reduction in hours, wages, or employment benefits
2. Displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
3. Be used to create a service opportunity that will infringe in any manner on the promotional opportunity of an employed individual
4. **Have a member perform any services or duties or engage in activities that an employee would otherwise perform as part of their assigned duties**
5. The member may not perform or engage in any service, duties, or activities that:
  - a. Will supplant the hiring of employed workers
  - 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
  - c. Have been performed by or were assigned to any:
    - i. Presently employed worker
    - ii. Employee who recently resigned or was discharged
    - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures
    - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick)
    - v. Employee who is on strike or who is being locked out

## **Civil Rights and Non-Harassment Policy**

The CLEC program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or religion. It is also unlawful to retaliate against any person or organization that files a complaint about such discrimination. In addition to filing a complaint with local and state agencies responsible for resolving discrimination complaints, you may bring a complaint to the attention of AmeriCorps if you believe that you or others have been discriminated against.

For more information, please contact:

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Washington Campus Coalition for the Public Good  
Western Washington University  
516 High St. MS 9101  
Bellingham, WA 98225-5996  
(360) 650-6412  
[Amy.Brown@wwu.edu](mailto:Amy.Brown@wwu.edu)

Equal Employment Opportunity Office  
131 M Street NE  
Washington, DC 20507  
(202) 921-3191  
(800) 669-6820 (TTY)  
(844) 234-5122 (ASL Video Phone)  
[eo@cns.gov](mailto:eo@cns.gov)

## **Release from Term of Service/Suspension**

The member may be released from their term of service for the following reasons:

1. For Compelling Personal Circumstances: The member may still receive a prorated Education Award.
2. Release for Cause with Satisfactory Performance: The member will not receive their Education Award but can serve with AmeriCorps or other national service programs again.
3. Release for Cause with Unsatisfactory Performance: The member will not receive their Education Award and cannot serve with AmeriCorps or other national service programs again.

### Release for Compelling Personal Circumstances:

Compelling personal circumstances include those that are beyond the member's control, such as, but not limited to:

1. The member's disability or severe illness that makes completing the term impossible
2. Disability, serious illness, or death of a member's family member if this makes completing the term unreasonably difficult or impossible
3. Military service obligations
4. Other certain conditions which are beyond the member's control. For example, relocation of a spouse, natural disaster, a strike, or the non-renewal or premature closing of the project.

Compelling personal circumstances do not include:

1. Enrollment in school
2. Leaving for new employment or another AmeriCorps program
3. Dissatisfaction with the program

The member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing their term of service.

To be released for compelling personal circumstances, the member must complete the following steps:

1. Submit a written request to CLEC staff and their site supervisor explaining their request to end their term of service for compelling personal circumstances.
2. For compelling medical reasons, a note/letter from the attending physician is required.
3. CLEC staff will then determine if a member's circumstances are sufficiently compelling to justify the issuance of a partial Education Award.

If the member discontinues their term of service due to compelling personal circumstances, the member will cease to receive the benefits described in this document. They may be eligible to receive a prorated Education Award if they served more than 15% of their total service hours.

A member who leaves the program without obtaining a release for compelling personal circumstances will be "Released for Cause."

### Release for Cause:

A Release for Cause encompasses circumstances other than personal and compelling that warrant a member's release before completing their term of service.



A member may be Released for Cause for the following reasons (list is not necessarily inclusive):

- For violating the Standards of Conduct, expectations contained in this Member Service Agreement, or CLEC policies and procedures.
- If a member drops out of the program without obtaining a release for Compelling Personal Circumstances from CLEC staff.

If the member is Released for Cause from their term of service, the member will cease to receive the benefits described in this document and will not be eligible to receive a full or partial Education Award. Furthermore, if a member is Released for Cause with Unsatisfactory Performance (defined below), they will not be permitted to serve with AmeriCorps or other national service programs again.

#### Unsatisfactory Performance:

Unsatisfactory performance includes but is not limited to violations of the requirements described in this Member Service Agreement, including:

- Timekeeping violations, including non-submission, consistently late submissions, and falsifying time reports
- Standards of Conduct violations, including improper behavior, failure to notify site staff of intent to be late or absent within 30 minutes of scheduled start time, consistently reporting late to service assignments without adequate cause, or leaving service sites without permission.
- Recording Hours violations
- Prohibited Activities violations
- Drug-Free Workplace Act violations
- Member Safety violations

#### Suspension to investigate potential Release for Cause situations:

For serious allegations that require the supervisor and CLEC staff to investigate before determining if the member should be Released for Cause, the member may be suspended for up to 30 days. The supervisor must consult with CLEC Staff before suspending the member. If the final determination is that the member should be Released for Cause, the member will not receive any portion of an education award based on the time served in the program.

#### **Leave Situations**

AmeriCorps CLEC members will be allowed reasonable and appropriate personal time off with the supervisor's prior approval.

#### Sick Leave

In case of illness, the member should not report for service but should stay at home and rest until they are fully recovered. The member must notify their supervisor within 30 minutes of when they normally report for service. Stipend members will continue to receive their living allowance and benefits during sick leave. Members may not count sick leave as hours served on their timesheet. If a member is sick for more than five business days, they must notify their supervisor and CLEC staff.

#### Holiday Leave

The member is entitled to the same federal holidays as host site employees. However, holiday hours do not count toward service hours. Extra care should be taken to ensure that the member is fully

aware of the host site's holidays before starting their term of service. School breaks, including winter, summer, and spring break, are not extended to the member as breaks. The member should have an adequate work plan in place to ensure they are able to engage in meaningful service activities during holiday or school break periods.

#### Military Leave

Members serving in the National Guard or Reserve should be granted a leave of absence for two weeks of active-duty training. Members may not receive additional time off for training beyond the two-week active-duty training period. Members will continue to receive their living allowance, childcare, and medical benefits during this period and receive credit toward service hours. However, members specifically may not count weekend service.

#### Jury Duty

Serving on a jury is an essential responsibility of citizenship. Members are encouraged to serve on jury duty and will not be penalized for doing so. During the time members serve as jurors, they will continue to earn service hours. They may also keep reimbursements for incidental expenses received from the court.

### **Grievance Policy and Procedures**

Federal regulations ([45 CFR § 2540.230](#)) require that state and local applicants receiving AmeriCorps support establish and maintain procedures for filing and adjudicating grievances. A grievance procedure may include dispute resolution programs such as mediation, facilitation, assisted negotiation, and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of [AmeriCorps' Inspector General](#).

An aggrieved party is first encouraged to attempt to resolve the grievance through an Informal Grievance Process:

#### **Informal Grievance Process (Options 1, 2, and 3)**

##### Option 1 - Resolution through Immediate Supervisor

Within seven (7) days of the underlying dispute, the aggrieved party may refer the complaint to their immediate supervisor, who will attempt to resolve it. If the matter is resolved and a written agreement is reached, the aggrieved party will agree to forego filing a formal grievance. If the grievance is not resolved, the supervisor must inform the aggrieved party of their right to file a formal grievance.

Option 1 is not mandatory. An aggrieved party may choose to skip this option and pursue the other options listed below. Options 2, 3, 4 or 5.

##### Option 2 - Written Grievance to Program Management

Within 14 days of the underlying dispute, the aggrieved party may submit a written grievance that outlines the details of the complaint to the program management of the administering agency. Program management will attempt to resolve the complaint through informal mediation or facilitation. If the matter is resolved and a written agreement is reached, the aggrieved party will agree to forego filing a formal grievance in the case under consideration. If the grievance is not resolved, program management must inform the aggrieved party of their right to file a formal grievance.

Option 2 is not mandatory. An aggrieved party may choose to skip this option and pursue Options 3, 4 or 5.

### Option 3 - Alternative Dispute Resolution (ADR)

The aggrieved party may seek resolution through alternative means of dispute resolution, such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of their right to file a grievance and right to arbitration. If the matter is resolved and a written agreement is reached, the party will agree to forego filing a grievance in the case under consideration.

If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, concerning an issue in controversy, functions specifically to assist the parties in resolving the matter through a mutually achieved 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.

### **Formal Grievance Process (Options 4 and 5)**

#### Option 4 - Grievance Procedure for Unresolved Complaints

If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of their right to file a formal grievance. If an aggrieved party files a grievance, the neutral party may not participate in the legal 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.

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.

#### Option 5 - Arbitration

*Arbitration - 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.

*Arbitration - Appointment by AmeriCorps:* If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the AmeriCorps Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.

### Time Limits

- 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.
- Decision: A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.

### 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.

### 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.

### Remedies

Remedies for a grievance filed under a procedure established by a recipient of AmeriCorps support may include:

1. Prohibition of a placement of a participant

In grievance cases where there is a violation of non-duplication or non-displacement requirements, and the employer of the displaced employee is the recipient of AmeriCorps support, remedies may include:

1. Reinstatement of the employee to the position they held before the displacement
2. Payment of lost wages and benefits
3. Re-establishment of other relevant terms, conditions, and privileges of employment
4. Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole

### Suspension or Termination of Assistance

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

### 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.

## **Miscellaneous Items**

### National Days of Service

Members are expected to participate in at least one National Day of Service during their service term. This may include Martin Luther King, Jr. Day, Earth Day, AmeriCorps Week, or other events and initiatives.

### Appropriate Use of the AmeriCorps Name and Logo

The phrase “The AmeriCorps National Service Network” or an “AmeriCorps Program” and the slogan “Getting Things Done” may only be used on materials per guidelines and requirements. The AmeriCorps logo cannot be altered.

### E-mail and Internet Usage

Each host site must provide telecommunication technology equipment to their member to assist in the performance of their service duties. The equipment shall be used only for service responsibilities, and the member must adhere to the host site’s policies. Improper or illegal use of e-mail or internet resources poses severe risk and liability to the AmeriCorps member and host site.

### Reasonable Accommodation

CLEC, its subcontractors, and community partner sites will provide reasonable accommodation, including auxiliary aids and services (as defined in section 3(1) of the American Disabilities Act of 1990 (42 U.S.C. 12102(1)), based on the individualized need of a participant who is a qualified individual with a disability (as defined in section 101(8) of such Act (42 U.S.C. 12111(8))).

All selections and project assignments must be made without regard to the need to provide reasonable accommodation. All program activities and service sites must be accessible to persons with disabilities.

For more information or to request accommodation, please contact your campus supervisor and/or:

Amy Brown, AmeriCorps Program Director  
Washington Campus Coalition for the Public Good  
Western Washington University  
516 High St. MS 9101  
Bellingham, WA 98225-5996  
(360) 650-6412  
Amy.Brown@wwu.edu

### Consent/Release to Use Image & Voice Recordings

The member assigns all rights to the host site, Washington Campus Coalition for the Public Good/CLEC, fiscal agent, and AmeriCorps to use their name, likeness, photograph and/or video recordings, social media posts, and other identifying information for publicity or promotional purposes. This includes the editing, duplication, reproduction, copyright, exhibition, broadcast and/or other nonprofit use and distribution of such recordings for the purposes deemed suitable by CLEC unless specifically noted to the contrary.

### Nepotism

Related persons may work at the same agency or host site. However, supervisors must avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest. Supervisors should not extend any “anti-nepotism policy” to the point where it unlawfully results in discrimination or preferential treatment.

Service Gear

The member represents AmeriCorps, CLEC, and the host site whenever they are serving and therefore should wear AmeriCorps identification gear during service hours.

Use of Vehicles

If the host site reimburses a member for use of a personal vehicle in the performance of their service duties, they must require the member to submit proof of a valid driver's license and current insurance.

*By signing the Member Service Agreement, you confirm that you have read, understand, and agree to all the terms, conditions, and rules of this Member Service Agreement regarding your participation in Washington Campus Coalition for the Public Good's Civic Leadership & Engagement Corps program.*

CLEC AmeriCorps Member Signature

Date

CLEC AmeriCorps Member Name

Site Supervisor Signature

Date

Site Supervisor Name