



College Access Corps (CAC) Member Contract

(Updated 2.5.18)

By signing the CAC Member Contract Certification Form you agree to comply with all Program requirements as outlined in this CAC Member Contract. The CAC Member Contract Certification Form should not be signed by any party without reviewing and understanding the detailed terms outlined in this CAC Member Contract and all Program policies and procedures.

A. Purpose

The purpose of this agreement is to delineate the terms, conditions, and rules of AmeriCorps Membership regarding the participation of the AmeriCorps Member (hereinafter referred to as the “CAC member”) in the College Access Corps (hereinafter referred to as the “Program”).

B. Member Eligibility

The College Access Corps AmeriCorps program requires that all members serving in the program must meet the eligibility requirements listed below:

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. Agree to a National Service Criminal History Check and not have a sexual offense or murder conviction (other offenses may also prohibit participation, but will be determined on a case by case basis)

Prospective members will be required to provide documentation to prove that they meet eligibility requirements. Campus Partners will collect and review documentation and submit it to the Campus Compact College Access Corps staff to be included in the members’ files. State Campus Compact staff will conduct the criminal history checks to assure prospective members have not had a sexual offense or murder conviction.

C. Terms of Service

1. The CAC member’s term of service start and end dates are reflected on the CAC Position Description
2. The CAC member is required to serve a minimum of 1,700 hours
3. The CAC member understands that to successfully complete the term of service as defined by the Program and in accordance with AmeriCorps regulations, Members must also:
 - ensure satisfactory completion of service assignments, tasks, and projects
 - submit all required documents including enrollment forms, time logs, exit forms, and assessment documents
 - participate in all orientations and trainings



- comply with all Program policies/procedures and adhere to Program's Standards of Conduct
4. The CAC member understands that to be eligible to serve a second term of service the CAC member must complete a first term of service, receive satisfactory performance reviews for any previous term of service, and demonstrate strong leadership skills. The CAC member understands that mere eligibility for an additional term of service does not guarantee selection or placement.

D. Living Allowance and Benefits

Volunteer Status: CAC members are considered volunteers and are not employees of the Campus Sites, Program Administrating Agency, Fiscal Agent, or federal government. Hours served and living allowance earned with the Program are specifically excluded from credit for unemployment compensation.

Outside Employment: CAC members may be able to acquire a part time job while volunteering as an AmeriCorps member, provided they have advance approval from their Supervisors. The responsibilities of any work positions must be secondary in priority to the service responsibilities of the Program. Hours spent at a job will not constitute an excused absence from required site-specific responsibilities or trainings. CAC Members may not be simultaneously employed by the campus department, service sites, community agency/organization with which they are serving at.

Living Allowance: The living allowance is designed to help the CAC member meet necessary living expenses incurred while participating in the Program. The living allowance is not considered to be, or tied to, an hourly wage and should not fluctuate based on the hours served in a given time period. CAC members may not fundraise for their living allowance.

Washington Only: The CAC member will receive a monthly living allowance which will automatically be deposited to a pre-determined checking account twice a month on the 10th and 25th 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.

Oregon Only: The CAC member will receive a monthly living allowance which will automatically be deposited to a pre-determined checking account twice a month, 3 business days after the 1st of the month and 3 business days after the last day of the 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: The Members' living allowance is subject to deductions for: federal income tax, state tax (if applicable), medical aid (Workers' Compensation), OASI (Social Security), and Medicare. Withholding deductions will vary according to the number of deductions claimed on the W-4.



Workers' Compensation: Members are 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 by the performance of the CAC member's authorized duties. Workers' Compensation does not provide coverage if the injury or illness is caused or aggravated by the CAC member's own misconduct, voluntary intoxication, or willful intent to bring about injury or death to themselves or others. This coverage will pay benefits to the CAC member in case of injury while performing the usual and customary duties of their service assignment. Accidents should be reported to the Supervisor immediately.

Education Award: Upon successful completion of the CAC member's term of service, the CAC member will receive an education award from the National Service Trust. Full-time CAC members will receive a \$5,815 education award. Education awards can be used to repay qualified student loans or to pay the cost of attending qualified institutions of higher education (including certain vocational programs). Members 55 and older, may transfer their education award to a child, grandchild, or foster child in accordance with the guidelines of CNCS. Please review the Educational Award Tutorial on the CAC program website for how to use your educational award. The education award is valid for seven years after the date the CAC member completed the Program. The education award is taxable at the time it is used. In addition:

- A. If the CAC member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the CAC member agrees to obtain a high school diploma or its equivalent before using the education award.
- B. The CAC member understands that failure to disclose any history of having been released for cause from another AmeriCorps program may render the CAC member ineligible to receive the education award.

For more information about the Education Award, contact the National Service Hotline at 1(800) 942-2677.

Loan Forbearance: CAC members are eligible to have the repayment of certain qualified student loans deferred while they serve in AmeriCorps. The postponement, called forbearance, is not automatic. During a period of forbearance, CAC members do not have to make payments on qualified loans, although interest continues to accrue. CAC members must request forbearance from their loan holder through their My AmeriCorps online account. Members 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 (CAC 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 CAC member's education award, is considered taxable income in the year the payment is made.

If the CAC member obtains loan forbearance at the beginning of their term of service, they must submit an Interest Accrual Form (link to form is on the Program Website) to their loan holder up to 30 days before their term of service ends. This is done through the My AmeriCorps online account. The loan holder will complete the applicable portion of the form, compute the total accrued interest, and send in to the Trust for payment. The Trust will only pay interest if the Member successfully completes their term of service and receives an education award. This amount is in addition to the education award and is taxable.

Health Insurance: Full-time CAC members who are not otherwise covered by a healthcare policy at the time each begins their term of service is eligible to receive healthcare insurance. Family members are not eligible for coverage through the insurance policy and COBRA guidelines are not applicable for CAC member's since they are not considered employees of their Campus Sites, state Campus Compact, Fiscal Agent or the federal government. Detailed information about the AmeriCorps health insurance policy can also be found on the Program website.

Child Care: Full-time CAC members may be eligible to receive child care support while participating in national service. Detailed information about the AmeriCorps child care support can also be found on the Program website.

E. Member Development

Trainings: All CAC members of the Program will receive training in core program components and on AmeriCorps/Program policies and procedures at an Orientation usually scheduled at the end of August or beginning of September. The Program provides up to four full day or multi-day trainings during the program year. The trainings are Orientation, Mid-Term Training, and Graduation. The trainings may require overnight travel. **Full attendance and participation for CAC training is mandatory.** Campus and service site may require training during the program year. Member training hours may not exceed 20% of the total accumulated hours over the term of service.

Performance Evaluations: CAC members and Supervisors will complete two evaluations during the term of service. At a minimum, evaluations are due mid-term and end-of-term. The Supervisors and the CAC member's will reflect on the CAC members' progress and skill development and determine if they are on track to complete the required service hours and responsibilities.



F. Prohibited Activities

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and Members may not engage in the following activities (see 45 CFR § 2520.65):

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
- v. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
 - i. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 - j. Providing abortion services or referrals for receipt of such services; and
 - k. Such other activities as the Corporation may prohibit.

AmeriCorps Members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the



activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

G. Standards of Conduct and Disciplinary Guidelines

If Members violate the Standards of Conduct, progressive discipline steps will be implemented. However, ***in some cases, depending on the severity of the violation, Supervisors may forgo verbal and written warnings and suspend or discharge the Member.***

Supervisors and the Program management staff are responsible for determining the severity of the violation and for determining the appropriate disciplinary action. In the case where Members are suspended, the Supervisor will determine the number of days of suspension.

The Member understands that the following Standards of Conduct are required and failure to follow them will result in disciplinary action:

Group A

- Be honest, act respectfully, and model integrity
- Act professionally and ethically
- Follow Supervisor's and Grant Manager's instructions and perform responsibilities to the best of your ability
- Comply with the rules and standards of the Campus Site
- Adhere to dress codes and grooming standards of the Campus 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 Campus Site
- Follow all AmeriCorps College Access Corps policies/procedures
- Wear AmeriCorps service gear while at the Campus 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 in this Contract)

Disciplinary Guidelines for Violations of Group A Standards of Conduct

1. First Offense: Verbal Warning
2. Second Offense: Written Warning or Suspension (depending on severity of offense)
3. Third Offense: Discharge

Group B

- Do not have sexual relations or be perceived to be having sexual relations with college student coaches, Supervisors, or other participants of the Program
- Do not falsify time logs or other program records
- Abide by Civil Rights and Non Harassment Policy
- Abide by Drug Free Work Place Act



- Do not have 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 other people from the community
- Follow all local, state, and federal laws
- Notify Supervisor/program staff immediately of criminal arrest/conviction while serving as a Member

Disciplinary Guidelines for Violations of Group B Standards of Conduct

1. First Offense: Immediate Suspension or Discharge

Any behavior which affects Members' ability to perform in their service assignment, or that is not in the best interest of the Campus Site or its project, will be subject to review by the Supervisor and Grant Manager and disciplinary action may be taken.

H. Drug Free Workplace Act

Member is required to sign a Drug Free Workplace (Service Location) Agreement. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. For more information, please refer to the Drug Free Workplace (Service Location) Policy found on the CAC website and in 45 CFR 2522.230.

I. Member Safety

The College Access Corps AmeriCorps program requires that participating campus and service sites provide a safe and supportive service environment for members. This includes providing a safe physical space to serve in including reasonable accommodations if needed (See Reasonable Accommodations Policy) and providing a service environment free of harassment or discrimination (See Civil Rights Non-Discrimination and Non-Harassment Policy). Members must be informed of resources available to them on campus and at their service sites to support their safety. 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 be informed on where to access campus/service-site safety protocols and resources in cases of emergency such as a campus/school lock down or natural disaster.

Therefore, campus partners are required to train their AmeriCorps members on safety resources and protocols for their campus and service sites. Furthermore, the College Access Corps program will incorporate member safety information during program trainings to members and supervisors.



J. Non-Duplication and Non-Displacement

§ 2540.100 What restrictions govern the use of Corporation assistance?

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

(b) Religious use. Corporation assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.

(c) Political activity. Corporation assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State or local election to public office.

(d) Contracts or collective bargaining agreements. Corporation assistance may not be used to impair existing contracts for services or collective bargaining agreements.

(e) Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) Nondisplacement.

(1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.

(2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

(3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

(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;

(iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or

(v) Employee who is on strike or who is being locked out.

K. Fundraising Policy

An AmeriCorps Member may spend no more than ten percent (10%) of their originally agreed-upon term of service, as referenced in the Member enrollment in the National Service Trust, performing fundraising activities, as described in 45CFR2520.40.

§2520.40 Under what circumstances may AmeriCorps members in my program raise resources?

(a) AmeriCorps members may raise resources directly in support of your program's service activities.

(b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

(1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;

(2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;

(3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;

(4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;

(5) Seeking donations from alumni of the program for specific service projects being performed by current members.



- (c) AmeriCorps members may not: (1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment; (2) Write a grant application to the Corporation or to any other Federal agency.

L. Civil Rights and Non-Harassment Policy

The College Access Corps (CAC) AmeriCorps 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 who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, please contact either:

Kaycie López Jones
Educational Equity Program Manager
or
Josh Todd
Executive Director
Campus Compact of Oregon
620 SW 5th Ave. Ste, 910
Phone: (503)406-3571
Phone: (503)(406-3575
E-mail: kaycie@oregoncampuscompact.org
E-mail: josh@oregoncampuscompact.org

Office of Civil Rights and Inclusiveness
Corporation for National and Community
Service 250 E Street SW
Washington DC 20024
Tel (800) 833-3722 (TTY and reasonable
accommodation line)
Fax: (202) 565-3465
Email: eo@cns.gov

M. Release from Term of Service/Suspension

Reasons for Release from Term of Service

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

1. For "compelling personal circumstances" (as explained below)
2. For "cause" (as explained below)

Release from Term of Service due to "Compelling Personal Circumstance":

The Member has the primary responsibility for demonstrating that compelling personal circumstances prevent them from completing the term of service. The Member must submit a written or email request for termination for compelling personal circumstances to the College Access Corps Grant Manager or designee. If a member's compelling personal circumstance is medical related to them, they must also provide a note/letter from their doctor detailing their health issue. A Member who leaves the Program without obtaining a release for compelling personal circumstances is considered released for cause. The state Campus Compact Staff are responsible for determining whether a Member's personal



circumstances are sufficiently compelling to justify issuance of an education award. The Member understands that, as a result of this action, they may only receive a portion of the education award for the actual time served. In order to be eligible for a portion of the education award, the Member must have served a minimum of 15% of the term of service.

“Compelling personal circumstances” include those that are beyond the Member’s control, such as, but not limited to:

- a Member’s disability or serious illness that make completing the term impossible;
- disability, serious illness, or death of a Member’s family member if this makes completing the term unreasonably difficult or impossible;
- military service obligations; or
- conditions attributable to the Program or otherwise unforeseeable and beyond the Member’s control, such as relocation of a spouse, natural disaster, a strike, or the non-renewal or premature closing of the project.

Compelling personal circumstances do not include leaving the Program:

- to enroll in school;
- to obtain employment; or
- because of dissatisfaction with the Program.

If the Member discontinues their term of service due to compelling personal circumstances, the Member will cease to receive benefits described in this Contract. If the Member discontinues due to acceptable compelling personal circumstances and has served more than 15% of the service hours, s/he may be eligible to receive a partial education award.

Release from Term of Service due to “Cause”:

A release for cause encompasses circumstances other than personal and compelling circumstances that warrant a Member’s release prior to completing the term of service. Members can be released from the Program for violating Standards of Conduct including violating Program policies and procedures. A Member is also considered released for “cause” if the Member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official.

If the Member is released for cause from their term of service, the Member will cease to receive benefits described in this Contract and will not be eligible to receive a full or partial education award.

Suspension to Investigate Situations that may Result in Release for Cause:

For serious allegations that may require the Supervisor and Program staff to conduct an investigation 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 the state Campus Compact Staff before suspending the Member.** During the suspension period, the Member’s living allowance will be suspended but shall accrue and health insurance will continue. Child care benefits will be discontinued. Should the Member be reinstated with full rights, the living allowance that accrued during the suspension will be paid to the Member during the next scheduled pay period. If the final determination is that the Member



should be released for cause, the Member will not receive the accrued living allowance or any portion of an education award based on the time served in the Program. If the Member has obtained loan forbearance, the CNCS will not pay any accrued interest, and the Member may be disqualified from future AmeriCorps service.

N. Leave Situations

Background: Members will be allowed reasonable and appropriate personal time off with prior approval of the Supervisor.

Approved Absence: A Member may be considered in “approved absence status” if s/he has obtained prior approval from the Supervisor. Member living allowances will not be reduced as a result of an approved absence. However, time missed as a result of an approved absence will not be credited toward the total required for a post-service education award.

Suspension: Members may be temporarily suspended for disciplinary reasons for violating the Standards of Conduct as outlined in this Contract. Members suspended for disciplinary reasons will not receive a living allowance during their suspension period and the hours of suspension will not be credited toward the total service hours required for a post service education award.

Administrative Hold Status: “Administrative Hold Status” exists any time a Member is not serving at a Campus Site yet remains enrolled in the Program. Administrative Hold Status may be for a maximum of 30 days. Hours will not be credited toward the total service hours required for a post-service education award. Medical benefits will be continued during a period of Administrative Hold, but the Member’s living allowance and child care benefits will be discontinued.

Holiday Leave: The Member is entitled to the same federal holidays as employees of the Campus Site without affecting their living allowance. However, holiday hours do not count toward the service hours required for a post-service education award. Extra care should be taken to ensure that the Member is fully aware of Campus Site’s holidays prior to 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 s/he engages in meaningful service activities during school break periods.

Family Medical Leave: Up to 12 weeks unpaid medical leave may be granted during the Member’s term of service for the following reasons:

1. the birth of a child
2. the placement of a child with an AmeriCorps Member through adoption or foster care
3. serious illness of an AmeriCorps Member’s spouse, child or parent
4. serious illness preventing the AmeriCorps Member from performing their essential service duties. According to CNCS regulations, a serious health condition is an illness requiring in-patient care or continuing treatment by a health care provider.



During this period, medical benefits will continue, but the Member will not receive a living allowance or child care benefits and hours will not be credited toward the total service hours required for a post-service education award.

Military Leave: Members serving in the National Guard or Reserve should be granted a leave of absence for a two-week period 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, child care, and medical benefits during this period and will receive credit toward the service hours required for a post-service education award.

Jury Duty: Serving on a jury is an important responsibility of citizenship. To strengthen the spirit of citizenship, Members are encouraged to serve on jury duty and will not be penalized for doing so. During the time Member serve as jurors, they will continue to earn service hours, and receive their living allowance, health, and child care benefits. They may also keep reimbursements for incidental expenses received from the court.

O. Grievance Policy and Procedures

The Federal regulations 45 CFR § 2540.230 requires that state and local applicants that receive assistance from the Corporation must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals concerning programs that receive assistance from the Corporation. A grievance procedure may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation's inspector general (<https://www.cncsoig.gov>).

An aggrieved party is encourage to first attempt to resolve grievance through an Informal Grievance Process. Options are listed below.

Informal Grievance Process

Option 1: Resolution through Immediate Supervisor. Option 1 is not mandatory. An aggrieved party may choose to skip this option and pursue Options 2, 3, 4 or 5. Within seven (7) days of the underlying dispute, the aggrieved party refers the complaint to his/her immediate supervisor who will attempt to resolve the complaint. If the matter is resolved, and a written agreement is reached, the aggrieved party will agree to forego filing a formal grievance in the matter under consideration. If the grievance is not resolved, the supervisor must inform the aggrieved party of his or her right to file a formal grievance.

If Option 1 did not resolve the issue, the aggrieved party can consider Options 2, 3, or file a formal grievance (Options 4 or 5).

Option 2: Written Grievance to Grant Manager. Option 2 is not mandatory. An aggrieved party may choose to skip this option and pursue Options 3, 4 or 5. Within 14 days of the underlying dispute, the aggrieved party submits a written grievance that outlines the details of the complaint to the Grant Manager of the administering agency.



The Grant Manager 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 matter under consideration. If the grievance is not resolved, the Grant Manager must inform the aggrieved party of his or her right to file a formal grievance.

If Option 2 did not resolve the issue, the aggrieved party can consider Options 3, or file a formal grievance (Options 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 his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.

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 his or her right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

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 Corporation.** If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporations 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.

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

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 Corporation assistance may include -

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

Suspension or termination of assistance. The Corporation may suspend or terminate payments for assistance 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.



P. Miscellaneous Items

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 in accordance with CNCS guidelines and requirements. The AmeriCorps logo cannot be altered.

E-mail and Internet Usage: Each Campus Site provides telecommunication technology equipment to their Members to assist in the performance of their service duties. The equipment shall be used only for service responsibilities and Members must adhere to the policies provided by the Campus Site. Improper or illegal use of e-mail or Internet resources poses serious risk and liability to the AmeriCorps Member and Service Site.

Lunch Break Policy: All College Access Corps AmeriCorps Members in Washington and Oregon are encouraged to take 30 to 60 minutes for lunch each day. It is important for Members to practice self-care and to eat nourishing meals to support their health. Breaks for lunch may not be counted as direct service and may not be included on timesheets under any category.

Service Location Policy: Members may only accumulate service hours while serving at their service sites, on their campus, or in the community 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 the specific project with other program participants while in travel status.

Reasonable Accommodation. The College Access Corps AmeriCorps program, 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 participants 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 accommodations, please contact your campus supervisor and/or:

Kaycie López Jones
Educational Equity Program Manager
Campus Compact of Oregon
620 SW 5th Ave., Ste. 910
Portland, OR 97204
Phone: (503)406-3571

College Access Corps

A Washington/Oregon Campus Compact AmeriCorps Program



E-mail: kaycie@oregoncampuscompact.org

Informed Consent: The Member assigns all rights to the Campus Site, state Campus Compact, Fiscal Agent, and CNCS to use their name, 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 non-profit use and distribution of such recordings for the purposes deemed suitable by the Program unless specifically noted to the contrary.

Nepotism: Related persons may work at the same agency or Campus Site, however, Supervisors must avoid placing them 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: All Members represent AmeriCorps, the Campus Site, and the Administering Agency whenever they are serving in the Program and therefore Members should wear AmeriCorps identification gear during service hours.

Use of Vehicles: If the Campus Site reimburses Members for use of a personal vehicle in the performance of their service duties, the Campus Site must require the Member to submit proof of valid driver’s license and maintain current proof of insurance.

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