

MEMBER AGREEMENT

This is an agreement between Catholic Legal Immigration Network, Inc. (“CLINIC”) and the nonprofit organization submitting the agreement as part of its membership renewal application for 2012.

Hereafter, the entity will be referred to as “member agency” and will be afforded the benefits and responsibilities of a member agency of CLINIC.

A member agency is defined as a Catholic institution receiving full CLINIC membership services stemming from the member’s payment of dues by the deadline required by CLINIC and performance in support of CLINIC’s Core Standards for Charitable Immigration Programs.

Purpose of Agreement: The purpose of this agreement is to set out the responsibilities of CLINIC and the member agency for access to CLINIC’s membership services and tailored capacity building technical assistance.

Terms and Conditions for Membership in the CLINIC Network

Membership becomes effective when: a Membership Registration and Renewal Form is submitted with accompanying acceptance of CLINIC’s Core Standards for Charitable Immigration Programs and a Membership Agreement and annual dues paid in full. Membership dues must be paid by February 28, 2012 or membership status and services will be terminated.

CLINIC’s Services & Conditions: For member agencies, CLINIC provides a broad scope of services, including:

Administrative Advocacy

- ❖ Administrative advocacy support including submitting individual case inquiries to government agencies, including USCIS Service Centers and Headquarters, ICE, CBP and EOIR
- ❖ Special advocacy support to troubleshoot on your behalf with governmental agencies on systemic processing problems, policies, and practices
- ❖ Assistance in documenting, submitting, and obtaining resolution of violations of ICE detention standards and ICE policies (especially regarding release or alternatives to detention) to/from the appropriate ICE authorities
- ❖ Assistance with media advocacy including support writing and placing op-eds, drafting press release, generating talking points and establishing contact with local media
- ❖ Detailed analyses of and strategies for combating anti-immigrant and supporting pro-integration measures proposed at the state and local level

Legal Training and Mentoring

- ❖ Access to a toll-free help line and e-mail address to consult with expert immigration attorneys who will train and mentor affiliates
- ❖ Access to a wide array of legal immigration toolkits, papers, training manuals, program management tools, and other resources to further enhance your practice and better serve your clients
- ❖ Free quarterly webinars with updates to immigration law practice
- ❖ Discount registration fees for in-person, webinar, and e-learning immigration law trainings
- ❖ Discount registration fees to CLINIC's organization-wide training event, its Annual Convening
- ❖ Subscription to CLINIC's monthly e-newsletter, *Catholic Legal Immigration News*
- ❖ Staff time expertise for an on-site immigration program assessment with a written follow-up report including observations, recommendations and resources
- ❖ Access to archived newsletters and legal practice updates through a secured web portal

Organizational Capacity Building

- ❖ New affiliate Program Review Call with a CLINIC Field Support Coordinator
- ❖ Consultation and technical assistance on starting an immigration legal program
- ❖ Free registration for program management webinars and free access to recorded program management webinars
- ❖ Technical assistance to become an authorized legal immigration service provider through BIA agency recognition and staff accreditation
- ❖ Dedicated Field Support Coordinator services for program management consultations
- ❖ Annual Program Review Call with a CLINIC Field Support Coordinator
- ❖ Opportunities to participate with CLINIC in national and regional collaborations with funding secured by CLINIC

CLINIC's Core Standards: CLINIC has core standards for its member agencies (see *CLINIC's Core Standards for Charitable Immigration Programs*). These standards contain both the fundamental requirements for any program providing legal services to clients and best practices to which a program should aspire. CLINIC's services are designed to assist member agencies to achieve and excel these core standards.

Responsibilities: The specific responsibilities of CLINIC and the program as parties to this agreement are listed below:

CLINIC will:

1. Designate a specific Field Support Coordinator to work with the program and act as the primary source of assistance in matters related to capacity building;
2. Assist the program in seeking Board of Immigration Appeals (BIA) agency recognition and accreditation for staff members as needed, provided CLINIC has confidence in the program's capacity to fulfill the requirements of recognition and accreditation;
3. Conduct, as requested, on-site assessments of the program's strength and weakness with a written assessment report as a follow-up to help member agencies achieve CLINIC's core standards (travel costs for on-site visits are not included and must be reimbursed to CLINIC);
4. Provide technical assistance to the program's structure and services by way of phone consultations, provision of materials, and written program assessments with recommendations and follow-up services;
5. Provide access to CLINIC's Immigration Information Support Line, a subscription to the CLINIC News, access to the members-only section of the CLINIC website, a discounted rate for all CLINIC trainings and Annual Convening, and free access to live and recorded program management webinars.
6. Advocacy assistance with specific cases or systemic issues. For more information, please contact CLINIC's Advocacy Director, Allison Posner at aposner@cliniclegal.org or (202) 635-2567.

MEMBER will:

1. Commit to work to achieve CLINIC's entire core standards described in CLINIC's Core Standards for Charitable Immigration Programs.
2. Collaborate with CLINIC's assigned Field Support Coordinator.
3. Provide information and materials relating to the program and parent agency to the CLINIC Field Support Coordinator for purposes of program assessment
4. Participate in various activities, including phone consultations and in-person meetings, with the CLINIC Field Support Coordinator.
5. Inform the CLINIC Field Support Coordinator of significant changes in the program, including address and contact information, staffing at management and direct services levels, services (reduced or expanded), BIA agency recognition and staff accreditation,

6. Provide any other relevant information as needed.
7. Pay required dues by prescribed due date.

Terms & Termination: This agreement remains in effect until the end of the calendar year 2012.

In entering into this agreement or subsequent agreements, CLINIC is not undertaking to exercise oversight of the member's program's, operations, cases, or supervision of its staff. CLINIC does not oversee or have a legal relationship with its member agencies, nor is it an accrediting body. Member agency acknowledges that it does not have the right to rely on CLINIC's review of its operations to avoid or mitigate any liability for member agency's actions or failures thereof. Member acknowledges that it shall perform its own review to ensure that its operations meet the standards for best practices.

Conditions for Cancellation of Membership

There are at least three conditions by which CLINIC may cancel membership. First, failure to pay dues within three months of receiving the first invoice will cause CLINIC to inform the immigration program director, Catholic parent organization director, and bishop of its plan to cancel membership.

Second, failure to become an attorney-driven or Board of Immigration Appeals recognized agency will cause CLINIC to inform the three persons above of CLINIC's plan to cancel membership. Authorized practice of law is prioritized in CLINIC's Core Standards for Charitable Immigration Programs. CLINIC expects its members to be attorney-driven or Board of Immigration Appeals recognized when membership is up for renewal the second time. This policy is first effective for 2010 members when up for renewal in 2012.

Third, persistent failure to uphold CLINIC's Core Standards for Charitable Immigration Programs may cause CLINIC to cancel membership. This is particularly true if the program is engaged in harmful practices towards clients and staff is unwilling to make changes to rectify the situation. Prior to canceling membership, CLINIC will provide written recommendations on how to correct the problem. If the situation is not sufficiently improved according to the time period set, CLINIC will notify the program director, Catholic parent organization director, and bishop in writing of its plan to cancel membership.

These terms and conditions are not meant to be exhaustive. CLINIC reserves the right and authority to cancel membership at its discretion or to take action for or against membership as it deems appropriate.