



Indiana | **Campus Compact**

**2010-2011 Service Engagement Corps (S-E Corps)
Minimum-time AmeriCorps (MT-AC) Member Contract for Participation**

I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter referred to as the “member”) in the Indiana Campus Compact (ICC) Service Engagement Corps (S-E Corps) AmeriCorps Program (hereinafter referred to as the “program”).

Indiana Campus Compact Service Engagement Corps Program Purpose:

Indiana Campus Compact’s (ICC) Service-Engagement Corps (S-E Corps) is an AmeriCorps Education Award Only program that will engage Indiana college students AmeriCorps service. The S-E Corps program encourages students attending ICC member campuses to participate in a year of AmeriCorps service. S-E Corps members will play an important role in making a difference in their communities, and gain valuable civic and workforce skills. Through participating in the S-E Corps program, members become a part of the AmeriCorps national service network of improving lives and strengthening communities throughout the United States of America. The S-E Corps program is an exciting new initiative that will:

1. Increase the number of college students engaged in service throughout the state of Indiana; and
2. Strengthen campus and community relationships through initiating new and enhancing existing partnerships while fostering campus and community collaboration.

II. MINIMUM QUALIFICATIONS

- A. The member certifies that s/he is a United States citizen, a United States national, or a lawful permanent resident alien of the United States.
- B. The member is at least 17 years of age at the commencement of service unless the member is out of school and enrolled
 1. In one of the two types of youth corps defined under the National and Community Service Act of 1990 as amended, and
 2. Has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. 1091), or who has been determined through an independent assessment conducted by the program to be incapable of obtaining a high school diploma or its equivalent.
- C. The member has not served more than two terms in an AmeriCorps*State program.

III. TERMS OF SERVICE

- A. The member's term of service begins on _____ and ends on _____. The program and the member may agree, in writing, to extend the term of service for the following reasons:
1. The member's service has been suspended due to compelling personal circumstances; or
 2. The member's service has been terminated, but a grievance procedure has resulted in reinstatement.
- B. The member will complete a **minimum of 300 hours of service** during the period. Of these 300 hours, a maximum of 20% (60 hours) and minimum of 12% (36 hours) will be designated for member training, education, and professional development. In addition, no more than 10% (30 hours) of the total hours may be spent on approved fundraising activities (see Section VIII(I) for prohibited fundraising activities).
- C. The member understands that to successfully complete the term of service (as defined by the program and consistent with regulations of the Corporation for National Service) and to be eligible for the education award, s/he must complete at least 300 hours of service and satisfactorily complete pre-service orientation, a minimum of 12% professional development hours, and other specific host site program criteria.
- D. Listed below are examples of S-E Corps professional development opportunities:
1. AmeriCorps Member Orientation (dates will vary)
 2. ICC Regional Networking Council Meeting(s), September 24th and October 1st
 3. OFBCI AmeriCorps Opening Ceremonies, October 27th, 2010
 4. ICC Spring Networking Council Meeting, March 2010
 5. OFBCI Spring AmeriCorps Member Retreat, April 2011 (tentative)
 6. Any additional professional development opportunities or events designated and approved by the Host Site Supervisor.
- E. The member understands that to be eligible to serve a second term of service the member must receive satisfactory performance reviews for any previous term of service. The member's eligibility for a second term of service with this program will be based on his/her mid-term and end-of-term evaluation of the member's performance focusing on factors such as whether the member has:
1. Completed the required number of hours;
 2. Satisfactorily completed assignments, tasks, or projects; and
 3. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.
- F. The member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.

AmeriCorps Member Authorization

Member Initial

Parent/Legal Guardian Initial

IV. PROGRAM NEED AND OBJECTIVES

Indiana Campus Compact's (ICC) Service Engagement Corps (S-E Corps) will address the following issue areas: community-based outreach and development; community and economic development; education; environment; health & human services; poverty alleviation; and unmet human needs. ICC's network of 42 member campuses is diverse in nature and serves a unique network of constituents, organizations and communities. Therefore; the S-E Corps program will engage participants in a wide range of service activities—addressing the diverse needs of the communities in which they serve.

In line with ICC's mission to promote a culture of service and community involvement, 150 MT-AC S-E Corps SEC members will recruit, mobilize and lead up to 1,000 college student volunteers (non-AmeriCorps) in service across the state of Indiana—increasing the number of college student volunteers in Indiana. During the 2010-2011 program year, 150 MT-AC S-E Corps members will recruit, mobilize and lead 1,000 college student volunteers (non-AmeriCorps) in service across the state of Indiana—increasing the number of college students engaged in service throughout the state of Indiana. 50% (500 out of 1,000) of non-AmeriCorps student volunteers will be highly involved in the community (volunteering 8 or more times throughout the year).

In order for campuses to best serve their community agencies, MT-AC S-E Corps members will assist campuses in building stronger, mutually beneficial partnerships with local community agencies. During the 2010-2011 program year, 150 MT-AC S-E Corps members will build and/or strengthen 50 new campus and community partnerships across the state of Indiana. Members will build the capacity of Indiana nonprofits through: strengthening volunteer management systems; creating nonprofit marketing and outreach strategies; and providing public outreach and education on issues affecting the community. One of the SEC program's goals are to build and/or strengthen 50 campus and community partnerships across the state of Indiana. As a result of these new or enhanced campus and community programs or service projects, 60% (30 out of 50) community agencies will report an increased capacity to provide services which fulfill their mission.

The S-E Corps program is an exciting new initiative that will:

1. Increase the number of college students engaged in service throughout the state of Indiana; and
2. Strengthen campus and community relationships through initiating new and enhancing existing partnerships while fostering campus and community collaboration.

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V. POSITION DESCRIPTION

The member will serve as the Indiana Campus Compact Service Engagement Corps (S-E Corps) Minimum-time AmeriCorps (MT-AC) Member at _____.
This member will be under the direct supervision and support of, _____, the Host Site Supervisor, and indirect supervision of Emily Sellers, ICC Program Director for Student Development.

Indiana Campus Compact's Service-Engagement Corps (S-E Corps) is an AmeriCorps Education Award Only program that will engage Indiana college students AmeriCorps service. AmeriCorps is a network of national service programs that engage more than 75,000 Americans each year in intensive service to meet critical needs in education, public safety, health, and the environment. Students who commit to completing 300 hours of service, will be eligible to receive a \$1,132 AmeriCorps Education Award. AmeriCorps Education Awards can be used to repay qualified student loans, or to pay the cost of attending a qualified institution of higher education.

The S-E Corps program encourages students attending Indiana Campus Compact member campuses to participate in a year of AmeriCorps service. S-E Corps members will play an important role in making a difference in their communities, and gain valuable civic and workforce skills. Through participating in the S-E Corps program, members become a part of the AmeriCorps national service network of improving lives and strengthening communities throughout the United States of America. Indiana Campus Compact's S-E Corps will: 1. Increase the number of college students engaged in service throughout the state of Indiana; and 2. Strengthen campus and community relationships through initiating new and enhancing existing partnerships while fostering campus and community collaboration.

S-E Corps members will address the needs of the state of Indiana through leadership and various community service projects, while building relationships between higher education institutions and local community organizations. Members provide leadership in the community and on campus promoting community involvement, service, and civic engagement. Example S-E Corps member activities include (but are not limited to):

- Recruit and coordinate additional campus and community volunteers;
- Program development support for community service and service-learning offices;
- Assist faculty, community service and service-learning offices, and community partners in the development of programs that will meet needs identified by community-based organizations;
- Tutor and mentor youth or coordinate after-school programs;
- Provide public health outreach and education;
- Build and renovate homes for low-income families;
- Provide basic food and shelter needs;
- Improve natural resources, environmental education; and
- Provide other services as identified by community organizations.

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or religion.

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VI. BENEFITS

- A. The S-E Corps member will receive from the program the following benefits:
1. Upon successful completion of the member's term of service, the member will receive an educational award of \$1,132 (MT-AC) from the National Service Trust. Prior to using the education award, the member agrees (in the event the member has not yet received a high school diploma or its equivalent) to obtain a high school diploma or its equivalent (unless the member is enrolled in an institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the member's education assessment).
 - i. The Segal AmeriCorps Education Award information:
 1. Is issued to AmeriCorps Members after successful completion of service hour requirements (300 hours), evaluations, and exit paperwork;
 2. Members can administer/request Education Award voucher through the "My AmeriCorps" Online Account. Education Awards can be applied toward financial institutions or to any Title IV institution of higher education;
 3. Is considered taxable income by the IRS in the year it is used, not the year it is earned;
 4. Is revoked if a member is convicted of a felony drug charge after successfully completing his/her term of service; and
 5. Is not granted to Members who exit the program without successfully completing their term of service or completing the exit paperwork. If this were to occur, the student is still eligible for one more Term of Service.
*Check with the financial aid office on your campus to learn how the Education Award may be used for tuition or other educational expenses.
 - ii. Example allowable uses of the Segal AmeriCorps Education Award include:
 1. Members can repay qualified student loans such as the Stafford, Perkins, Federal Direct/Indirect (call your lending institution to verify);
 2. Members can apply the voucher towards the cost of attendance at their college or university; and
 3. Members can use the voucher for up to seven years toward graduate programs, individual classes, specialty and trade schools, and study abroad.
 2. Other program-specific benefits may include:
 - i. Office space, supplies, access to a phone, fax, e-mail, copier, and other essential office supplies; and
 - ii. Additional training and professional development opportunities.
- B. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.

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VII. RULES OF CONDUCT

- A. At all times while acting in an official capacity as an AmeriCorps member, the member is expected to:
1. Demonstrate mutual respect toward others;
 2. Abide by all rules, policies and procedures designated by the host site campus (project site) and national service programs; and
 3. Direct any concerns, issues and suggestions to Emily Sellers, Indiana Campus Compact Program Director for Student Development.
- B. At no time may the member:
1. Engage in any activity that is illegal under the local, state or federal law;
 2. Engage in activities that pose a significant safety risk to others; and
 3. Engage in any AmeriCorps prohibited activity outlined in Section VII(c).
- C. The member understands that the following acts also constitute a violation of the program's rules of conduct:
1. Unauthorized tardiness and/or absences;
 2. Repeated use of inappropriate language and/or behavior at a service site;
 3. Failure to wear appropriate clothing or volunteer attire service projects;
 4. Stealing or lying;
 5. Engaging in any activity that may physically or emotionally damage other members of the program or people in the community;
 6. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service;
 7. Consuming alcoholic beverages during the performance of service activities;
 8. Being under the influence of alcohol of any illegal drugs during the performance of service activities; and
 9. Failure to notify the program of any criminal arrest or conviction that occurs during the term of service.
- D. Under the Drug-Free Workplace Act, you must immediately notify the Indiana Campus Compact S-E Corps Program Director, Emily Sellers, in writing if you are convicted under any criminal drug statute. Your participation in the program is conditioned upon compliance with this notice requirement and we will take action for violation of this.
- E. In general, for violating the above stated rules in Section VII(C), the program will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance which would then lead to termination):
1. For the member's first offense, an appropriate program official (e.g., program director, host site supervisor, etc.) will issue a verbal warning to the member;
 2. For the member's second offense, an appropriate program official will issue a written warning and reprimand the member (create, review and implement a member improvement/correction action plan);
 3. For the member's third offense, the member may be suspended for one day (or more) without compensation and will not receive credit for any service hours missed; and
 4. For the fourth offense, the program may release the member for cause.
- F. The member understands that s/he will be either suspended or released for cause in accordance with paragraphs (B), (C), (D), and (F) of Section VIII of this agreement for committing certain acts during the term of service including but not limited to being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance.

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VIII. PROHIBITED ACTIVITIES

The following activities are listed as prohibited according to national AmeriCorps guidelines established by the Corporation for National and Community Service. Members found to be out of compliance could be subject to disciplinary action.

Prohibited member activities:

- A. Attempting to influence legislation.
- B. Organizing or engaging in protests, petitions, boycotts, or strikes.
- C. Assisting, promoting or deterring union organizing.
- D. Impairing existing contracts for services or collective bargaining agreements.
- E. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- G. Engaging in religious instruction; conducting worship services; providing instruction as part of a Program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
- H. Providing a direct benefit to:
 1. A business organized for-profit;
 2. A labor union;
 3. A partisan political organization;
 4. 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
 5. 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. Engaging in any of the following fundraising activities:
 1. Raising funds for his or her living allowance;
 2. Raising funds for an organization's operating expenses or endowment;
 3. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service; and
 4. Writing grant applications for funding provided by any other federal agencies.
- J. Engaging in voter registration drives or using grant funds to conduct a voter registration drive.
- K. Other activities as the Corporation determines will be prohibited, upon notice to the Grantee.

NOTE: 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.

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IX. RELEASE FROM TERMS OF SERVICE

- A. The member may be released by the program from the term of service in the following two ways:
 - 1. Suspension, as described in paragraph (E) of this section; or
 - 2. Termination.
- B. The member understands that s/he may be released for the following two reason:
 - 1. For cause, as explained in paragraph (C) of this section; or
 - 2. For compelling personal circumstances as defined in paragraph (D) of this section.
- C. The program will release the member for cause for the following reasons:
 - 1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official;
 - 2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
 - 3. The member has committed a fourth offense in accordance with Section VI (E.4) of this agreement;
 - 4. The member has engaged in any activity that may physically or emotionally damage other members of the program or people in the community;
 - 5. Unlawful manufacture, distribution, dispensation, possession or use of any controlled substance or illegal drugs during the term of service;
 - 6. Consuming alcoholic beverages during the performance of service activities;
 - 7. Being under the influence of alcohol of any illegal drugs during the performance of service activities; and
 - 8. Any other serious breach that in the judgment of the director of the program would undermine the effectiveness of the program.
- D. The program may release the member from the term of service for compelling personal circumstances if the member demonstrates that:
 - 1. The member has a disability or serious illness that makes completing the term impossible;
 - 2. There is a serious injury, illness, or death of a family member which makes completing the term unreasonably difficult or impossible for the member;
 - 3. The member has military service obligations;
 - 4. The member has accepted an opportunity to make the transition from welfare to work; or
 - 5. Some other unforeseeable circumstance beyond the member's control that makes it impossible or unreasonably difficult for the member to complete the term of service, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewable or premature closing of a project or the program.
- E. The program will suspend the member's term of service for the following reasons:
 - 1. During the term the member requests a suspension based on compelling personal circumstances, as described in paragraph D of this section. During the suspension from service, the member will not receive credit for service hours or benefits (as described in Section VI). The member may resume his or her term of service once the circumstances supporting the suspension have been resolved. However, a suspension may last no more than two years from the date of suspension. If the

- member does not resume the term within the two year period, the member may request that the program exit the member and the member will be eligible for a partial education award based on the number of hours served in the term.
2. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance. If the member is found not guilty or the charge is dismissed, the member may resume his term of service. The member, however, will not receive back living allowances or credit for any service hours missed.
 3. During the term of service the member has been convicted of a first offense of a controlled substance. If, however, the member demonstrates that he has enrolled in an approved drug rehabilitation program, the member may resume his term of service. The member will not receive back living allowances or credit for any service hours missed.
- F. The program may suspend the member's term of service for violating the rule of conduct provisions in accordance with the rules set forth in paragraph (C) of Section VII of this agreement. During the suspension from service, the member will not receive credit for service hours or benefits (as described in Section VI). The member may resume service when deemed appropriate by the Program Director in accordance with program policies. The term of service will not be extended beyond the end date as listed in paragraph (A) of Section III. The member will be responsible for completing all service requirements as listed in paragraphs (B) and (C) of Section III of this agreement by the end date listed in paragraph (A) of Section III. The member will not receive back living allowances missed during the period of suspension.
- G. If the program releases the member for cause or compelling personal circumstance, the member will cease to receive the benefits described in paragraphs (A) and (C) of Section VI.
- H. If the program releases the member for cause, the member will receive no portion of the education award. If, however, the program releases the member for compelling personal circumstances, the member will receive a prorated education award, provided the member has completed at least 15 percent of the hours needed to complete the term of service.
- I. A term that ends early, either for cause or compelling personal circumstances, is still considered a term and the education award that the member receives, or would have been eligible to receive, will count towards the total of two education awards an individual may receive through service with AmeriCorps.

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X. GRIEVANCE PROCEDURES

The member understands that the program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service assignment. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the program's grievance procedure, as stated below.

Indiana Campus Compact 2010-2011 S-E Corps AmeriCorps Grievance Procedures

A. Purpose

In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the following grievance procedures have been established by the AmeriCorps program to deal with grievances from participants, labor organizations, and other interested individuals. In general, disputes must pertain to service related issues such as a proposed service assignment or a mid-term or end of term evaluation; or a member's suspension or dismissal. A dispute also may concern an applicant protesting the reason he/she was not selected as an AmeriCorps member; or a labor union's claim that a member is displacing its union members.

All AmeriCorps members must file complaints in accordance with the following procedures set forth below.

B. Pre-Complaint Process

In general, all aggrieved parties such as members, applicants, or any other interested parties should attempt to resolve any problems or disputes with the other party on a one-to-one basis.

The issues should be clearly stated and understood by both parties. If this process does not resolve the matter, the aggrieved party may request that the program provide an Alternative Dispute Resolution process (ADR) such as mediation or facilitation to resolve the dispute. The program may provide this alternative dispute process to the aggrieved party. ADR 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.

If an ADR is used and the matter is not resolved within 30 calendar days from the date the dispute resolution process began, the neutral party mediating or facilitating the process must again notify the aggrieved party of his/her right to file a formal complaint. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint

process. In addition, no communications or proceedings of the information 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 not binding unless both parties agree.

C. Formal Complaint Process

A member may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to the Indiana Campus Compact Program Director, Emily Sellers. Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. It is preferred that they be filed no later than 60 days after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the member information that it relied upon in its disciplinary decision.

The Indiana Campus Compact Executive Director, Dr. Maggie Stevens, will conduct the grievance hearing. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

Allegations of fraud or criminal activity must be reported immediately to the Corporation for National and Community Service's Inspector General. If the grievance pertains to discrimination on the basis of race, color, national origin, gender, age, or disability the member will be immediately notified in writing of his/her right to file a discrimination complaint with the Corporation's Equal Opportunity Office. (In general, the member has 180 days after the alleged discrimination to file a complaint with the Corporation.)

D. Arbitration

If the Indiana Campus Compact Executive Director, Dr. Maggie Stevens, decision is adverse to the aggrieved party who filed the grievance or 60 calendar days after filing of a grievance and no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator. The disputing parties will jointly select the arbitrator. The arbitrator must be independent of the disputing parties.

If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the disputing parties, the Corporation for National and Community Service's Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration. If the CEO, however, selects the arbitrator, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.

Arbitrator's 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, the aggrieved party prevails in the binding arbitration proceeding, the program must pay the total cost of the proceeding and the prevailing parties' attorney fees.

Remedies: Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include:

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

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.

E. Authorization

The member and program hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

AmeriCorps Member Authorization

Member Initial

Parent/Legal Guardian Initial

XI. PHOTOGRAPH AND PUBLICITY RELEASE FORM

I, _____, give Indiana Campus Compact (ICC) S-E Corps AmeriCorps permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of ICC S-E Corps AmeriCorps program activities. I agree that the ICC S-E Corps AmeriCorps program has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the ICC S-E Corps AmeriCorps program mission. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc for the use of such pictures, etc., and hereby release the ICC S-E Corps AmeriCorps program and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

I have read and understood this consent and release.

_____ Member Initials

_____ **I give my consent.**

_____ **I do NOT give my consent.**

I give my consent to the Indiana Campus Compact S-E Corps AmeriCorps program to use my name and likeness to promote the ICC S-E Corps AmeriCorps program, its fiscal agent, and/or their activities.

Signature

Date

Parent / Legal Guardian (if under age 18)

Date

I do not give my consent to the Indiana Campus Compact S-E Corps AmeriCorps program to use my name and likeness to promote the ICC S-E Corps AmeriCorps program, its fiscal agent, and/or their activities.

Signature

Date

Parent / Legal Guardian (if under age 18)

Date

XII. NOTICE OF NONDISCRIMINATION

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, 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, contact:

Emily Sellers

Program Director for Student Development
Indiana Campus Compact
620 Union Dr., Suite 203
Indianapolis, IN 46202
P:(317)274-6504
F:(317)274-6510
E-mail:sellerse@iupui.edu

OR

Office of Civil Rights and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
P: (202) 606-7503 OR (202) 565-2799 (TTY)
F: (202)565-3465
E: eo@cns.gov

AmeriCorps Member Signature

Signature

Name (print)

Date

Parent/Legal Guardian

XIII. DRUG FREE WORKPLACE ACT

Programs receiving federal funds must follow the Drug Free Workplace Act and publish a drug free workplace statement. In addition, the Federal regulations require that you establish an ongoing drug free awareness program for employees. Members are required to follow the Drug Free Workplace Act which should be mentioned during orientation and in the member's contract.

S-E Corps AmeriCorps Drug and Alcohol-Free Workplace (Related AmeriCorps Provision 29, APF Provision 28, AEAP Provision 28)

It is the policy of Indiana Campus Compact (ICC) to maintain a servie environment that is safe, efficient, and professional. ICC prohibits the use, possession, sale and/or distribution of all illegal drugs, drug-related paraphernalia, intoxicating beverages, or alcohol on any and all S-E Corps Host/Project Site property, or while engaging in any S-E Corps related activities. Being under the influence of drugs or alcohol while engaged in S-E Corps Host/Project Site activities or on site is strictly prohibited for all S-E Corps AmeriCorps members and S-E Corps participants.

To enforce this policy, ICC may conduct the following type of drug related alcohol testing:

Reasonable Cause: any AmeriCorps member is subject to testing when an ICC or Host/Project Site representative has reason to believe that an AmeriCorps member is under the influence of drugs and/or alcohol based on behavior, job performance, and/or physical signs of drug and/or alcohol use.

Any AmeriCorps member who violates any portion of this policy will be subject to disciplinary action, up to and including release from AmeriCorps service for "cause" making them ineligible for future service in any federally funded program. Any AmeriCorps member who refuses to take a drug or alcohol test or alters a sample in any way will be subject to disciplinary action, up to and including release from AmeriCorps service for "cause" making them ineligible for future service in any federally funded program. AmeriCorps members who test positive on drug or alcohol tests while on site will be immediately terminated. If member tests positive and enters a qualified treatment program for drugs and/or alcohol, this member may be released for "compelling personal circumstances" and would be eligible to re-enter AmeriCorps service at the discretion of the S-E Corps Program Director.

If any AmeriCorps member is arrested for or convicted of a drug offense, he or she must notify the Program Director in writing within five days. Members charged with a drug or alcohol-related offense will be suspended until exoneration or conviction. If convicted, the AmeriCorps member will be released for "cause" and ineligible to participate in any future federally funded programs. If exonerated, member will be reinstated to complete their term of service under the original member contract, provided the service opportunity still exists. If the service opportunity ends, the member will be released, and eligible for a second term of service in AmeriCorps or other federally funded program.

AmeriCorps Member Authorization

Member Initial

Parent/Legal Guardian Initial

**2010-2011 S-E Corps AmeriCorps
Criminal Background Check Policy and Authorization**

XIV. CRIMINAL BACKGROUND CHECK POLICY AND AUTHORIZATION

- A. Corporation for National and Community Service Federal Grant Requirement
 - 1. National Service program and AmeriCorps eligibility is contingent upon successful completion of Criminal History and National Sex Offender Registry Checks.
- B. Policies and Procedures.
 - 1. Indiana Campus Compact S-E Corps AmeriCorps Program Staff shall conduct a criminal history search (by name or fingerprint) of the State criminal registry for Indiana and the State in which the applicant is residing at the time of application for all applicants applying for a position as an AmeriCorps*State member or employee funded by the AmeriCorps*State grant.
 - 2. Verification of the applicant's identity
 - i. Applicants must provide a government or state issued photo I.D. Allowable identification items: valid state issue Driver's License, Passport, etc.
 - 3. Written Authorization
 - i. Applicants must provide authorization to Indiana Campus Compact S-E Corps AmeriCorps Program Staff to conduct State criminal history checks.
 - ii. Member must also provide authorization to share the results of that check with the following individuals: Indiana Campus Compact Executive Director, Associate Director, Grow Indiana Program Director and select OFBCI (AmeriCorps*State Funder) Program Staff.
 - iii. An applicant that refuses to consent to the State criminal registry check, or who makes a false statement in connection with the inquiry concerning the individual's criminal history, may not serve with or be employed by the AmeriCorps*State program.
 - 4. Contingent Selection Policy
 - i. AmeriCorps member selection is contingent upon Indiana Campus Compact S-E Corps AmeriCorps Program Staff's completion and approval of individual's criminal history check and National Sex Offender Public Registry (NSOPR) check.
 - 1. Criminal History and NSOPR checks must be performed prior to member's beginning of service.
 - ii. Pending Criminal History Check Cases
 - 1. Individuals whose results of the required State criminal history check are pending are not permitted to begin serving with the Grow Indiana AmeriCorps program.
 - 2. All Minimum-time AmeriCorps (MT-AC) members must have a Criminal History Check completed and approved prior to beginning his/her service at assigned project sites. Member training and host site service is allowed as long as the MT-AC is working under the direct supervision of the designated Host Site Supervisor. Individuals are allowed to begin planning and preparing for the program, but are not allowed interact or serve directly with school aged students (via tutoring, mentoring, etc.).
 - 5. Confidentiality
 - i. Indiana Campus Compact S-E Corps AmeriCorps Program Staff ensures the confidentiality and security of any information relating to the criminal history check, consistent with authorization provided by the applicant.
 - ii. Indiana Campus Compact S-E Corps AmeriCorps Program Staff shall maintain all documentation securely filed that demonstrates that the organization followed its established policies and procedures governing the National Service Criminal History Check. (See OFBCI Communication 2007-P-06). Such documentation shall demonstrate that, in selecting or placing an individual, the sub-grantee organization reviewed and considered the National Service Criminal History Check results.
 - iii. Indiana Campus Compact S-E Corps AmeriCorps Program Staff ensures all results of the

National Service Criminal History Check will be maintained in a secure location only accessible by individuals who have an official need to review the information to interpret the results. Results may not be kept with other documentation in the member or employee files.

6. Selection criteria for members or employees with a criminal history, including disqualification criteria.
 - i. Any record of felony automatically disqualifies candidates from being accepted in our S-E Corps AmeriCorps program. The following offenses will also automatically disqualify candidates from serving with our program: violence, abuse, and/or sexual abuse.
 - ii. If members have record of a misdemeanor offense, each case will be handled on a case by case basis. The following individuals must review and approve each reported record: the Program Director, and ICC Executive and Associate Directors.
 7. Criminal Background Results Appeal
 - i. Members have the opportunity to review and challenge the factual accuracy of a result before action is taken to exclude the applicant from a position.
 - ii. Any person may challenge the information contained in their criminal history data file. Contact Indiana State Police.
- C. National Sex Offender Public Registry (NSOPR) Check Requirement
1. Indiana Campus Compact S-E Corps AmeriCorps Program Staff is required to conduct a Department of Justice National Sex Offender Public Registry (NSOPR) check at <http://www.nsopr.gov> prior to the beginning of service on all applicants applying for a position as a S-E Corps AmeriCorps member or employee funded by the grant (CNCS and match sections). All candidates who apply to our program will be notified in the interview process about the criminal history and NOSPR check process. All checks will be performed prior to the member's beginning of service.
 - i. Anyone appearing on the NSOPR is automatically disqualified for serving with any AmeriCorps*State program.
- D. AmeriCorps Continuation of Service Policy
1. A second National Service Criminal History Check is not required for an individual who is serving a consecutive term of service within the same program. A consecutive term of service means that there is no intervening break in service of more than 30 days during which the applicant did not serve in that specific program. Consequently, if there is no break in service, there is no requirement that a grantee conduct a new State criminal registry and NSOPR check (§ 2540.203). Notwithstanding this exception, any AmeriCorps participant who is serving in a covered position at the time this rule becomes effective will be required to submit to a criminal registry check if the participant decides to serve another term, even if it is with the same program and there is no 30-day break in service.
 - i. If the applicant is not enrolled or hired after the first National Service Criminal History Check and applies again to the same program, a second check is required.
 - ii. If an individual applies for a second term of service with a different program, or a later term within the same program, a new National Service Criminal History Check is required.

E. Written Authorization

I, _____ hereby acknowledge by including my signature below that I have read, understand, and agree to all terms and conditions of the Criminal Background Check Policy.

AmeriCorps Applicant

Name (printed)

Member Signature & Date

XV. AMENDMENTS TO THIS AGREEMENT

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

XVI. AUTHORIZATION

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

AmeriCorps Member

Program’s Authorized Legal Signatory

Signature

Signature

Name (print)

Emily Sellers, Program Director
Name (print)

Date

Date

Parent/Legal Guardian

Date

