|  |  |
| --- | --- |
|  | |
| Thank you for your interest in enrolling in the Iowa College AmeriCorps Program (ICAP). The ICAP Enrollment Packet is designed to save you time and effort in enrolling into ICAP. In order to successfully complete this packet you will need to complete the following steps. | |
| **Step One**:Complete and submit Background Check Paperwork | |
| SIGN | These documents **MUST** be signed **before** your first day of service. |
| SEND | Background check paperwork must be received (digital or otherwise) by Iowa Campus Compact **no later than 3 business days prior to your first day of service.** Digital copies can be sent to [iowacollegeamericorps@gmail.com](mailto:iowacollegeamericorps@gmail.com). |
| Skip this section if you completed the pre-enrollment packet **or** completed your last ICAP term less than 180 days ago. | |
| * Page 3 | ICAP Member Check List * Page 4 | Acknowledgement of Background Check * Page 5 | State of Iowa Background Check Form and Waiver * Page 7 | Federal Background Check Form and Waiver (complete only if necessary) * Page 8 | Emergency Contact Information | |
| **Step Two:** Complete and submit your agreement, position description, & agenda | |
| SIGN | These documents **MUST** be signed **on or** **before** your first day of service. |
| SEND | This section of the packet must be received (digital or otherwise) by Iowa Campus Compact **within 30 calendar days after your start date** as indicated on the Agreement**.** Digital copies can be sent to [iowacollegeamericorps@gmail.com](mailto:iowacollegeamericorps@gmail.com). |
| You may send all original paperwork, however this is not required if you submit documents electronically. | |
| * Page 9 | Member Service Agreement * Position Description * Select and submit either the volunteer manager or capacity specialist position description * <http://iowacollegeamericorps.weebly.com/position-description.html> | |
| **Step Three:** Complete your AmeriCorps profile on my.americorps.gov | |
| SIGN | This step **MUST** be completed **within 30 calendar days after your start date** as indicated on the Agreement**.** |
| * Once you have passed your background checks you will receive an email invitation from AmeriCorps to submit an application for ICAP * The email is unique to you and will expire in 72 hours. Contact Justin Ellis at [jellis@iwcc.edu](mailto:jellis@iwcc.edu) to receive a new invitation. * You will receive another email confirming your enrollment in ICAP from [iowacollegeamericorps@gmail.com](mailto:iowacollegeamericorps@gmail.com) | |
| **Step Four:** Enroll into the IowaGrants timekeeping system | |
| Skip this if you already have an IowaGrants account. | |
| Go to [www.iowagrants.gov](http://www.iowagrants.gov), click on “New Users Register Here” and enroll today! Use the IowaGrants enrollment tutorial to answer any questions!   * <http://iowacollegeamericorps.weebly.com/iowagrants-enrollment.html> | |

|  |  |
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| FREQUENTLY ASKED QUESTIONS | |
| *What if I don’t know if I will have recurring access to vulnerable populations at this time?* | |
|  | You must indicate this on your position description. Please visit with your supervisor to learn if you do have recurring access to vulnerable populations. The ICAP website contains information to help you answer this question.  <http://iowacollegeamericorps.weebly.com/criminal-background-check-consideration-policy.html> |
| *What is my “Agreement Number”?* | |
|  | This is assigned to each ICAP agreement issued by Iowa Campus Compact. You will receive this once you are enrolled into the program. For now, leave anything labeled “agreement number” blank. |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Member Information** | | | | | | | |
| Member’s full legal name: | |  | | | | | |
| Member’s primary email: | |  | | | | | |
| Member’s Host Site: | |  | | Anticipated Graduation Date: | | |  |
|  | |  | | Agreement Number | | |  |
| **Member Documentation Check List** | | | | | | | |
| **PRIOR TO START** | | | **DURING AND AT END OF TERM** | | | | |
| *Background Check Documents* | | | *Amendment Documents* | | | | |
| ⬜ | Copy of Member’s Government Issued ID | | ⬜ | Term Amendment Form (if applicable) | | | |
| ⬜ | Background Check Acknowledgement Form | | ⬜ | Position Description Amendment (if applicable) | | | |
| ⬜ | State of Iowa Background Check Waiver Form | | *Early Exit Documents* | | | | |
| ⬜ | Federal Background Check Form (if applicable) | | ⬜ | Early exit request (if applicable) | | | |
| ⬜ | FBI fingerprint card completed (if applicable) | | ⬜ | Early exit for compelling circumstance (if applicable) | | | |
| ⬜ | Emergency Contact information | | *Exit Documents* | | | | |
| *Enrollment Documents* | | | ⬜ | National Service Trust Exit Form **(my.AmeriCorps.gov)** | | | |
| ⬜ | National Service Trust Enrollment Form **(my.AmeriCorps.gov)** | | ⬜ | Program Evaluation | | | |
| ⬜ | Position Description Form | | ⬜ | Supervisor Evaluation | | | |
| ⬜ | Member Service Agreement | | ⬜ | Member Evaluation | | | |
| ⬜ | Orientation Agenda | | ⬜ | Member Training Certification Form | | | |
| **Background Checks (to be completed by Iowa Campus Compact)** | | | | | | | |
| |  |  |  | | --- | --- | --- | | Associated with agreement number: |  | | | ***Sex Offender background check (NSOPW)*** | | | | Date Completed: | ⬜ Additional NSPOW documentation present (if applicable) | | | ***State background check*** | | | | State: **Iowa** | Source: **Department of Criminal Investigations** | | | Date Initiated: | Date Completed: | Hit on Record: ⬜ YES ⬜ NO | | ***Citizenship Verification*** | | | | Date Completed: | ⬜ Additional documentation present (if applicable) | | | -------------------------------------------------- and/or-------------------------------------------------- | | | | ***FBI fingerprint background check*** | | | | Date Initiated: | Date Completed: | Hit on record: ⬜ YES ⬜ NO | | | | | | | | |
| **Consideration of Results (any additional notes on this consideration are located in the member’s file)** | | | | | | | |
| After reviewing the details of this offense, or lack thereof, our program staff has determined that this criminal history **WILL / WILL NOT** affect the applicant’s ability to function as a successful member of our team. | | | | | | | |
| Based upon this determination, we have chosen to **RETAIN / REJECT** this AmeriCorps applicant | | | | | | | |
|  | | | | |  |  | |
| *Iowa Campus Compact Signature* | | | | |  | *Date* | |

1. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an applicant to the Iowa College AmeriCorps Program (now referred to as “the Program”), understand that my selection into the Program and continued eligibility for the Program is contingent upon a number of factors, including Iowa Campus Compact’s review of my criminal history. I understand that the Program has the right to perform a complete criminal history check at any point during my service term.
2. Specifically as it concerns criminal history:
   1. Iowa Campus Compact will review whether I have been placed on the National Sex Offender Public Website (NSOPW) prior to starting to my service. If I appear on the NSOPW, I will not be able to participate in the Program.
   2. In addition to the National Sex Offender Public Website Check, members will also be subject to State Criminal Registry Checks for the state of Iowa.
   3. Members are subject to a Fingerprint-based FBI Criminal History Record Check for the Program when members have recurring access to vulnerable populations (children age 17 and younger, person age 60 and older, or individuals with disabilities as defined by the ADA).
   4. The State of Iowa Criminal History Check along with the fingerprint-based FBI Criminal History Record Check will be initiated prior to the start of any service activities including but not limited to the processing of additional state check paperwork, completion of finger print card information or other additional steps to complete the necessary checks beyond the completion of this waiver and acknowledgement form.
   5. All background checks will be considered initiated based upon the signature date of the applicant on the State of Iowa and Federal Background Check forms.
   6. I agree that I will provide the Program with any information and/or documents it needs to conduct these criminal history checks.
   7. I understand that I must have my NSOPW checks and either my state or federal criminal history check completed with results received before I can serve in the presence of vulnerable populations with the physical accompaniment of an approved party. I will ensure that if accompaniment does need to take place pending all criminal history results that I will properly document this accompaniment as outlined in the Program guidelines.
   8. The Program defines the date in which a member applies to service as the date in which they officially completed the hard copy enrollment forms.
3. If the Program’s review of any criminal history checks reveals information that it determines should prevent my selection into, or result in termination from the Program, I understand that it will advise me, in writing, of its proposed determination, and will provide me a copy of the information it has received (to the extent permitted by law). The Program will allow me the opportunity to challenge the factual accuracy of the information, in writing, within 5 business days of its notifying me of its proposed determination. The Program recognizes that individuals may not realize deferred sentences may appear on result checks and will provide members the opportunity to provide additional clarification to the circumstance without consequence. I also understand that at that time I may also provide any other written information that I believe will assist the Program in its review.
4. I also acknowledge that I have received a copy of Iowa College AmeriCorps Program’s background check policies (included in the Member Service Agreement).
5. ⬜ YES ⬜ NO -- I have attached a copy of my government issued identification to this document.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Member Signature |  | Date |

|  |  |  |
| --- | --- | --- |
| 10-08-2007_dps | **STATE OF IOWA**  **Criminal History Record Check**  **Request Form** | dci2000 |

DCI Account Number: **4437\_**\_\_\_\_\_\_\_\_\_\_\_

(if applicable)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **To:** | **Iowa Division of Criminal Investigation** |  | **From:** | **Iowa Campus Compact** |
|  | **Support Operations Bureau, 1st Floor** |  |  | **1200 Grand Ave. Suite 200** |
|  | **215 E. 7th Street** |  |  |
|  | **Des Moines, Iowa 50319** |  |  | **Des Moines, IA 50309** |
|  | **(515) 725-6066** |  |  |
|  | **(515) 725-6080 Fax** |  |  | **515) 235-4684** |
|  |  |  | **Phone:** |
|  |  |  | **Fax:** | **(515) 235-4601** |

I am requesting an Iowa Criminal History Record Check on:

|  |  |  |
| --- | --- | --- |
| **Last Name** (mandatory) | **First Name** (mandatory) | **Middle Name** (recommended) |
|  |  |  |
|  |  |  |
| **Date of Birth** (mandatory) | **Gender** (mandatory) | **Social Security Number** |
|  | **Male**  **Female** |  |
|  |  |  |
| ***Waiver Information:* Without a signed waiver from the subject of the request, a complete criminal history record may not be releasable, per Code of Iowa, Chapter 692.2. For complete criminal history record information, as allowed by law, always obtain a waiver signature from the subject of the request.** | | |
| ***Waiver Release***: I hereby give permission for the above requesting official to conduct an Iowa criminal history record check with the Division of Criminal Investigation (DCI). Any criminal history data concerning me that is maintained by the DCI may be released as allowed by law.  ***Waiver Signature***: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***Date***: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |

|  |  |  |
| --- | --- | --- |
| **Iowa Criminal History Record Check Results** | | (DCI use only) |
| As of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a search of the provided name and date of birth revealed: | |
|  |  No Iowa Criminal History Record found with DCI |
|  |  Iowa Criminal History Record attached, DCI #\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DCI initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  | |

**Waiver Information:**

Iowa law does ***not*** require a waiver. However, without a signed waiver from the subject of the request any arrest over 18 months old, ***without*** a final disposition, cannot be released to a non-law enforcement agency.

Deferred judgments where DCI has received notice of successful completion of probation also cannot be released to non-law enforcement agencies without a signed waiver from the subject of the request.

If the “No Iowa Criminal History Record found with DCI” box is checked, it could mean that the information on file is not releasable per Iowa law without a waiver.

**General Information:**

The information requested is based on ***name*** and ***exact date of birth only***. Without fingerprints, a ***positive*** identification cannot be assured. If a person disputes the accuracy of information maintained by the Department, they may challenge the information by writing to the address on the front of this form or personally appearing at DCI headquarters during normal business hours.

The records maintained by the Iowa Department of Public Safety are based upon reports from other criminal justice agencies and therefore, the Department cannot guarantee the completeness of the information provided.

The criminal history record check is of the Iowa Central Repository (DCI) only. The DCI files do not include other states’ records, FBI records, or subjects convicted in federal court within Iowa.

In Iowa, a deferred judgment ***is not*** considered a conviction once the defendant has been discharged after successfully completing probation. However, it should be noted that a deferred judgment may still be considered as an offense when considering charges for certain specified multiple offense crimes, i.e. second offense OWI. If a disposition reflects that a deferred judgment was given, you may want to inquire of the individual his or her current status.

A deferred sentence ***is***a conviction. The judge simply withholds implementing a sentence for a certain probationary period. If probation is successful, the sentence is not carried out.

Any questions in reference to Iowa criminal history records can be answered by writing to the address on the front of this form or calling (515) 725-6066 between 8:00 a.m. and 4:30 p.m., Monday - Friday.

**REMINDER** - (1) Send in a separate Request Form for each last name, (2) a fee is required for each last name submitted, (3) a completed Billing Form must be submitted with all request(s).

Iowa law requires employers to pay the fee for potential employees’ record checks.

Request Form

Page 2

Iowa Department of Public Safety

Division of Criminal Investigation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Waiver Agreement and Statement**

For National Criminal History Record Checks

as authorized by state legislation or federal statute

Pursuant to the Iowa User Agreement, this form must be completed and signed by every current or prospective licensee, employee, volunteer, and contractor/vendor, for whom criminal history records are requested by a qualified entity under state legislation or federal statute.

|  |  |
| --- | --- |
| I hereby authorize (***Name of Qualified Entity)*** | **Iowa Campus Compact** |

to submit a set of my fingerprints to the Iowa Department of Public Safety (DPS), Division of Criminal Investigation (DCI) for the purpose of accessing and reviewing Iowa and national criminal history records that may pertain to me. By signing this Waiver Agreement, it is my intent to authorize the dissemination of any Iowa and/or national criminal history record that may pertain to me to the qualified entity with which I am or am seeking to be licensed, employed or to serve as a volunteer. Furthermore, I authorize the qualified entity to forward this agreement to DCI upon request.

I understand that, until the criminal history record check is complete, the qualified entity may choose to deny me unsupervised access to children, elderly or individuals with disabilities. I further understand that, if applicable, the qualified entity may choose to deny my application or grant me a limited or restricted license until the criminal history record check is complete.

I understand that, upon request and if policy allows, the qualified entity will provide me a copy of the criminal history record check, if any, received on me and that I am entitled to challenge the accuracy and completeness of any information contained in such report. I may obtain a prompt determination as to the validity of my challenge before a final decision is made about my status as a licensee, employee, volunteer, contractor or subcontractor.

I  ***have*** OR  ***have not*** been convicted of a crime.

If convicted, describe the crime(s) and the particulars of the conviction(s) in the space below:

|  |
| --- |
|  |

I am a current or prospective (check one):  Licensee  Employee  Volunteer  Contractor/Vendor

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: |  | Date: |  |

|  |  |
| --- | --- |
| Printed Name: |  |

**TO BE COMPLETED BY QUALIFIED ENTITY**:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Entity Name: | | **Iowa Campus Compact** | | | |
| Address: | 1200 Grand Ave, Des Moines, IA 50309 | | | | |
| Telephone: | 515 235 4681 | | Fax: | 515 235 4601 |

|  |  |
| --- | --- |
| Entity Assigned OCA: | ICC |

**Please retain this signed waiver for future reference. Do not send to DCI unless requested.**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Preferred Method of Contact |
| ⏵ | Member Name |  |  |
| ⏵ | Emergency Contact Name |  |  |
| ⏵ | Relationship to Contact |  |  |
| ⏵ | Emergency Contact Home Phone |  |  |
| ⏵ | Emergency Contact Work Phone |  |  |
| ⏵ | Emergency Contact Cell Phone |  |  |
| ⏵ | Emergency Contact Email |  |  |

|  |
| --- |
| **Don’t forget to submit a copy of your government issued ID!** |

|  |  |  |
| --- | --- | --- |
| To be completed by Iowa Campus Compact | Agreement Number: |  |

**Part 1 – PURPOSE**

It is the purpose of this agreement to delineate the terms, conditions, and guidelines of membership regarding the participation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (first and last name) (for this agreement referred to as “Member”) in the Iowa College AmeriCorps Program, sponsored by Iowa Campus Compact (for this agreement referred to as the “Program”).

**Part 2 - MINIMUM QUALIFICATIONS**

The Member certifies that he/she is a United States citizen, a United States national, or a legal permanent resident of the United States and at least 17 years of age. The Member also certifies that he/she has a high school diploma, GED or agrees to obtain one while under service to the Program. The Member must also be a current student in good standing with one of our member institutions of higher education.

**Part 3 - TERMS OF SERVICE**

*(1) Term Requirements*

The Member’s term of service begins on \_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ and ends on \_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ (extensions may be granted in some instances up to 12 months from start date). The Program and Member may agree, in writing, to extend this term of service if the Member’s service has been suspended due to compelling personal reasons.

1. The Member will complete a minimum of \_\_\_\_\_\_\_\_\_\_\_ hours (300 or 450); a maximum of 20% of these hours may be training, education or other similar approved activities, and a maximum of 10% of these hours may be for fundraising.
2. The Member understands that in order to successfully complete the term of service (as defined by the Program and consistent with the regulations of the Corporation for National and Community Service) and to be eligible for the education award, he/she must do the minimum required hours of service (including at least one hour of service per month), complete all required forms and documentation, complete accurate time sheets by the deadlines, satisfactorily complete the appropriate education/training that relates to the Member’s ability to perform service and complete the Program activities as described by the position description and expectations. Such education/training will include (at a minimum), disaster preparedness, communication, capacity building and volunteer recruitment, life after AmeriCorps, and civic engagement.
3. The Member understands that in order to be eligible for future terms of service, the Member must receive satisfactory performance reviews for any previous term of service. The Member’s eligibility for future terms of service will be based on an end of term evaluation of the Member’s performance focusing on factors such as whether the Member has: completed the required number of hours; satisfactorily completed assignments, tasks, or programs; met any other criteria that were clearly communicated, both orally and in writing.
4. The Member understands that mere eligibility for an additional term of service does not guarantee selection or placement.

*(2) Disaster Response*

Members are allowed to serve in times of disasters and may seek further guidance from IACC on how to get involved. Members may also count time spent responding to disasters as part of service when pre-approved by IACC. Iowa College AmeriCorps Program follows the ICVS policies on disaster relief and all project sites are expected to do the same. If the Member intends on responding to a local disaster, the Campus Supervisor, the ICAP Program Director, and ICVS must be given prior written notification. If the Member responds to a national disaster, the member must seek approval from the Campus Supervisor and the ICAP Program Director, who will be in contact with ICVS.

*(3) Service Hour Caps*

1. Daily – the Member may NOT count more than **14 hours in a day**
2. Weekly – the Member may NOT count more than **60 hours in a week**
3. Monthly – the Member may NOT count more than **200 hours in a month**

**II. BENEFITS**

1. Upon successful completion of the full term of service, the Member will receive an education award of $1,132 for minimum time (300 hours) or $1,415 for quarter time (450 hours), from the National Service Trust. The Member understands that his/her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render the Member ineligible to receive the education award.
2. If the Member has received forbearance on a qualified student loan during the term of service, and the Member successfully completes the term of service, the National Service Trust will repay a portion of the interest that accrued on the loan during the term of service according to hours served.

**III. AMERICORPS MEMBER ROLES**

See member position description.

**IV. NONDUPLICATION AND NONDISPLACEMENT**

ICAP members 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, ICAP Member 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.

*(1) 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 ICAP Member assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving ICAP Member 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 ICAP Member 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.

**V. BEHAVIORAL EXPECTATIONS**

*(1) Expected Behavior*

While acting in an official capacity as an AmeriCorps Member, the Member is **expected to:**

1. Complete all written documents/forms as required by AmeriCorps and the Campus Supervisor
2. Demonstrate respect toward others
3. Follow directions of Program officials
4. Direct concerns, problems, and suggestions to the appropriate Program official.

*(2) Prohibited Behavior*

**At no time** may a Member:

1. Engage in any activity that is illegal under local, state or federal law
2. Engage in activities that pose a significant safety risk to others
3. Engage in activities that violate Iowa Campus Compact’s ethical obligations to its clients, including the obligation to keep client information confidential.

*(3) Prohibited Activities*

While charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities supported by the program or the Corporation for National and Community Service, **the member may not engage in the following prohibited activities:**

1. Attempt to influence legislation;
2. Organize or engage in protests, petitions, boycotts, or strikes;
3. Assist, promote or deter union organizing;
4. Impair existing contracts for services or collective bargaining agreements;
5. Participate in, or endorse, events or activities which are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
6. Engage in religious instruction, conduct worship services, provide instruction as part of a Program that includes mandatory religious instruction or worship, construct or operate facilities devoted to religious instruction or worship, maintain facilities primarily or inherently devoted to religious instruction or worship; or engage in any form of religious proselytization;
7. Provide a direct benefit to a for-profit entity, labor union, partisan political organization, an organization engaged in the religious activities described in the preceding subclause;
8. Any other activities as the Corporation determines will be prohibited, upon notice to Iowa Campus Compact;
9. Engage in partisan political activities or other activities designed to influence the outcome of an election to any public office.
10. Provide support to a non-profit entity that fails to comply with restrictions related to 501(c)(3) status
11. Assist in voter registration drives;
12. Raise funds for his/her living allowance or for an organization’s general operating expenses or endowment;
13. Write grant applications for CNCS grants, including AmeriCorps grants;
14. Write grant applications for funding provided by other federal agencies;
15. Provide abortion referrals or services.
16. Recruiting volunteers to perform prohibited activities or distributing materials related to prohibited activities (i.e. Activities in support of the Prohibited Activities are not allowed. For example, it is not allowable for an AmeriCorps member to recruit community volunteers to perform a prohibited activity, such as voter registration drives, nor is it allowable for an AmeriCorps member to distribute materials related to a prohibited activity, such as registration information for religious instruction.)

*(4) Fundraising*

AmeriCorps members may raise resources directly in support of your program’s service activities. 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.

*(5) Violating behavior expectations*

The Member understands the following acts will also **constitute a violation of the Program’s expectations of behavior:**

1. Unauthorized tardiness;
2. Unauthorized absences (Members may be excused for illness, but they are still required to notify their supervisor as soon as possible before their scheduled hours. If a Member is absent because of illness for three consecutive days, a written excuse from a Medical Doctor will be required. Members will get prior written authorization from the site supervisor for non-medical excused absences). If a member is absent for three consecutive days without notice or good cause, such absence may be grounds for termination;
3. Failure to complete time sheets for each month by the given deadline;
4. Repeated use of inappropriate language at a service site;
5. Failure to identify yourself as an AmeriCorps member at site;
6. Stealing or lying;
7. Engaging in activity that may physically or emotionally damage other Members of the Program or the community;
8. Possessing or using any illegal drugs during the term of service;
9. Consuming alcoholic beverages during the performance of service activities;
10. Being under the influence of alcohol or drugs during the performance of service activities;
11. Failure to notify the Program (within five days of the event) of any criminal arrest or conviction that occurs during the term of service.

*(6) Failure to meet behavior expectations*

**If the Member fails to meet expectations** of behavior described above, the Program will proceed with the following steps:

1. For the Member’s first incident, an appropriate Program official will issue a verbal warning and document it for the Member’s file;
2. For the Member’s second incident, an appropriate Program official will issue a written letter of warning to the Member and provide a copy for the Member’s file.
3. For the Member’s third incident, the Member may be suspended for one or more days, meaning service hours are not eligible on those days;
4. For the Member’s fourth incident, the Program may release the Member for cause.

**The Program reserves the right to immediately release the Member, without proceeding through the aforementioned incident procedure, for cause if**, in the judgment of the Program Director, his/her conduct undermines the effectiveness of the Program or the project to which he/she is assigned.

**VI. RELEASE FROM TERM OF SERVICE**

*(1) Types of early release*

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

1. For cause, as explained in this section; or
2. Compelling personal circumstances as defined in this section.

*(2) Immediate Release*

The Program will **immediately** **release a Member for cause** for the following reasons:

1. The Member has dropped out of the Program (failed to serve hours and complete time sheets) 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 a fourth incident violations outlined in this agreement; or
4. Any other behavior that, in the judgment of the Program Director, would undermine the effectiveness of the Program.

*(3) Compelling Personal Circumstance*

A member may request release from the term of service due to compelling personal circumstances by providing detailed, written communication of the circumstance to both the site supervisor and program director in a timely fashion.

The Program may release a Member from the term of service, due to **compelling personal circumstances**, if:

1. The Member has a serious injury or illness that makes completing the term impossible;
2. There is serious injury to, or illness or death of a member of the Member’s immediate family, and the Member is needed to care for, or take over the duties of that family member;
3. The Member is drafted by the Armed Services of the United States; or
4. Another circumstance occurs which the Program Director deems to be compelling, that makes it impossible or very difficult for the Member to complete the term of service if the member contacts their Campus Supervisor or Program Director as quickly as possible regarding the issue involved.

*(4) Suspending a term*

The Program will **suspend the Member’s term of service** for the following reasons:

1. During the term of service the Member is charged with a violent felony, or the sale or distribution of a controlled substance. If the Member is found not guilty or the charge(s) is dismissed, the Member may resume his/her term of service. The Member, however, will not receive credit for any service hours missed during the suspension.
2. During the term of service the Member is convicted of a first offense of possession of a controlled substance. If the Member demonstrates he/she has enrolled in an approved drug rehabilitation program, the Member may resume his/her term of service. The reinstated Member will not receive credit for service hours missed during the suspension.
3. The Program may suspend the Member’s term of service for violating the Program’s Expectations of Behaviors as described in Section IV this agreement.
4. The Program may suspend the Member’s term of service in response to written notification of a compelling personal circumstance which indicates the member’s intent to return to service.

*(5) Results of early release*

If the Member discontinues his/her term of service for any reason other than being released for compelling personal circumstances as described herein, the Member will cease to receive the benefits described in Section II of this agreement.

If the Member discontinues his/her term of service due to compelling personal circumstances as described herein, the Member will cease to receive the benefits described in section II of this agreement. However, if the Member has completed at least 15% of the required service hours, the Member will receive a prorated education award or interest payments described in Section II of this agreement.

**VII. GRIEVANCE PROCEDURES**

Members, staff, sub-grantees, and other interested parties involved in the Iowa College AmeriCorps Program, administered through the Iowa Commission on Volunteer Service (ICVS), who wish to file a grievance, shall follow the procedures set forth below. Northing herein shall prohibit the complainant from filing a grievance with other state or federal agencies.

*(1) Definitions*

Definition: A grievance is defined as a complaint, dispute or controversy concerning the interpretation, operation, or application of the National Community Service Act, as amended (hereinafter, the “Act”), its implementing regulations, the aggrieved party’s contract, other agreements under the Act, personnel practices or Employer rules or regulations the aggrieved party believes have been violated.

*(2) Initiating a grievance*

1. Initiation of grievance:

The person wishing to file a grievance must submit a formal grievance complaint in writing to the Executive Director of Iowa Campus Compact. Complaints should include, to the best extent possible, the following information:

* 1. The full name, telephone number, and address of the person making the complaint;
  2. The full name and address of the party against whom the complaint is made, or other information sufficient to identify the party against whom the complaint is made;
  3. A clear and concise statement of the facts, as alleged, including pertinent dates, constituting the alleged violation;
  4. The provision of the act, regulations, grant, contract, or other agreement under the Act believed to have been violated;
  5. The relief requested.

1. After receiving a complaint, Iowa Campus Compact will use the following procedure:
2. Except for complaints alleging fraud or other criminal activity, complaints will only be considered if received within one year of the date of the alleged occurrence.
3. The Executive Director of Iowa Campus Compact, or a designee, will conduct a hearing no later than 30 calendar days after the filing of the formal grievance.
4. The written decision of the Executive Director of Iowa Campus Compact or the designee, on any filed grievance, must be mailed to the last known address of the aggrieved party not later than 60 days after filing of the formal grievance.
5. If an adverse decision against the member or no decision is reached after 60 days, the member may submit the grievance to binding arbitration
6. The arbitrator is jointly selected by and independent of the parties
7. If the parties cannot agree on the selection of an arbiter within 15 days, the CNCS will appoint an individual selected from a list of qualified arbitrators
8. Arbitration proceedings must be held no later than 45 days from the jointly selected process or 30 days after the appointment by the CNCS
9. Decision must be made by arbitrator within 30 days after the arbitration proceedings begin
10. The cost of arbitration must be divided evenly by the parties, unless the member prevails
11. If the member prevails, the program will pay the total cost of the proceeding and the cost of reasonable attorney's fees related to the A DR proceeding

*(3) Suspension of Placement*

If a grievance is filed regarding a proposed placement of a member in a program or project, such a placement must not be made unless the placement is consistent with the resolution of the grievance.

*(4) Remedies*

Remedies for a grievance filed under this procedure may include:

1. Prohibition of a placement of a member; and In grievance cases where the violation of non-duplication or non-displacement requirements and the employer of the displaced employee is Iowa Campus Compact:
2. Reinstatement of the employee to the position he/she held prior to the displacement;
3. Payment of lost wages and benefits if applicable;
4. Re-establishment of other relevant terms, conditions, and privileges of employment; and
5. Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displace employee whole.

*(5) Notice*

The member understands that as a program participant he/she is expected to follow the steps in the Program’s Grievance Procedure in resolving disagreements as defined in a separate document available to the Member.

**VIII. DRUG FREE WORKPLACE ACT**

The Member understands that in accordance with the Drug Free Workplace Act:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited by Iowa Campus Compact;
2. Conviction of any criminal drug statute must be reported within 5 days after such conviction to Iowa Campus Compact
3. The Member’s participation in this Program is conditioned upon compliance with the notice requirements set forth in this agreement, and in the Drug Free Workplace Act; and
4. Certain actions will be taken against Members for violations of such prohibitions as described in other sections of this agreement.

**IX. NON-DISCRIMINATION**

The Member understands that Iowa Campus Compact, its employees, volunteers and AmeriCorps Members may not unlawfully discriminate against any Iowa Campus Compact employee, volunteer, AmeriCorps Member or service recipient on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, religion, political affiliation or disability.

It is also unlawful for any organization that receives federal financial assistance from the Corporation for National and Community Service 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:

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| --- | --- | --- |
| Iowa Campus Compact  Pappajohn Education Center  1200 Grand Ave Ste 200  Des Moines, IA 50309  (515)235-4681 (voice)  (641)628-5373 (fax)  [jellis@iwcc.edu](mailto:eshields@iwcc.edu) | Or | Office of Civil Rights and Inclusiveness  Corporation for National and Community Service  1201 New York Avenue, NW  Washington, DC 20525  (202)606-7503 (voice); (202)565-2799 (TTY);  (202)563-3465 (fax)  [eo@cns.gov](mailto:eo@cns.gov) |

**X. Reasonable Accommodation**

Iowa College AmeriCorps and ICAP Site Supervisors will make reasonable accommodations for qualified individuals with a disability to enjoy an equal service opportunity. Examples of reasonable accommodations include making existing facilities accessible; modified work schedules; acquiring or modifying equipment; changing training or enrollment materials, or policies; providing qualified readers or interpreters; and reassignment to an alternate service site.

**XI. INFORMED CONSENT**

The Member, by signing this agreement, gives Iowa Campus Compact official permission to use his/her name or photograph for publicity or promotional purposes.

The Member also understands that the Program may be obligated to release Member information to the Iowa Commission on Volunteer Service, the Corporation for National Service and outside program evaluators. The Member understands that by signing this agreement, he/she is giving consent to the appropriate Program official to do so.

**XII. CRIMINAL BACKGROUND CHECKS**

All prospective Iowa College AmeriCorps members are subject to a Federal Bureau of Investigation (FBI) and Iowa Department of Criminal Investigation (DCI) Criminal Background Check (the FBI check includes fingerprinting). Prospective members will also be checked against the National Sex Offender Registry using the National Sex Office Public Website (NSOPW). Any prospective member with criminal offense(s) reported by these agencies will be dealt with on an individual basis according to the nature, degree and timing of the offense.

Iowa Campus Compact will disclose the information found in these Criminal Background Checks to the potential member. If appropriate and necessary, members will be asked to disclose information to the site and campus supervisor so that all parties involved are informed of previous incidents and able to put safeguards in place if needed.

The record that is most often found with the population of AmeriCorps members applying to this program is an OWI or Possession Under the Legal Age. Below is an example of what would be asked of the member following this finding:

*While conducting a background check on John Doe for the ICAP AmeriCorps Program, we received a hit.  He has been arrested for Operating a Vehicle While Intoxicated (OWI).  This does not make him ineligible for the program, but we do need to take appropriate steps to ensure safety for all.   To do this, we ask that both the member and community partner he will be assigned to, are aware that this has come to our attention and that both communicate (in writing) that this will not hinder or affect the services being rendered.  Please also address whether or not the member will be driving as part of his responsibilities.*

*(1) Excluded criminal history*

Federal Corporation for National and Community Service policy explicitly exclude prospective members for the following reasons. If the individual:

1. Is registered, or required to be registered, on a State sex offender registry or the National Sex Offender Registry;
2. Has been convicted of murder, as defined in section 1111 of title 18, United States Code; or
3. Refuses to consent to a criminal background check, or who makes a false statement in connection with a program’s inquiry concerning the individual’s criminal history.

All other offenses will be handled on an individual basis in conjunction with the site supervisor.

**XIII. AUTHORIZATION**

By signing this agreement, the Member acknowledges that he/she has read, understood, and agreed to all terms and conditions of this agreement.

This agreement must be signed by the member on or before the start date of service. If this agreement is signed by the member after the start date then the start date will be amended by the Program Director to the signature date.

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| Member Signature |  | Date |
|  |  |  |
|  |  |  |
| Supervisor Signature |  | Date |