

**CORPORATION FOR NATIONAL & COMMUNITY SERVICE
LEARN AND SERVE AMERICA
2010 YOUTH ENGAGEMENT ZONES GRANT PROVISIONS**

These Corporation for National & Community Service (Corporation) Grant Provisions are binding on the Grantee. By accepting funds under this Grant, the Grantee agrees to comply with, and include in all subgrants, these Provisions and all applicable federal statutes, regulations, guidelines and amendments thereto. The Grantee agrees to operate the funded activities in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The term Grantee is used to connote either Grantee or subgrantee, as appropriate, throughout these Provisions.

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A. DEFINITIONS

1. **Act** means the National and Community Service Act of 1990, as amended (42 U.S.C. 12501 et seq.).
2. **Administrative Costs** are expenses associated with the overall administration of a Program, as defined in Clause 9 of the General Grant Provisions, Administrative Costs.
3. **Adult Volunteer** is an individual, such as an older adult, an individual with a disability, a parent, a college student, or an employee of a business or public or private non-profit organization who works without financial remuneration in an education institution or youth serving organization to assist students; and is beyond the age of compulsory school attendance in the State in which the education institution or youth serving organization is located.
4. **Community-Based Agency** is a public or private nonprofit organization (including a church or religious entity) that is representative of a community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs.
5. **Community-Based Entity** is a public or private nonprofit organization that has experience with meeting unmet human, educational, environmental, or public safety needs; and meets other such criteria as the Chief Executive Officer may establish.
6. **Community Beneficiaries** refer to those persons who receive services or benefits from a program, but are not Learn and Serve America participants or staff.
7. **Corporation** means the Corporation for National and Community Service established under section 191 of the Act (42 U.S.C. 12651).
8. **Disadvantaged Youth** are those youth who are economically disadvantaged and one more of the following: (a) out-of-school youth, including out-of-school youth who are unemployed; (b) in or aging out of foster care; (c) limited English proficiency; (d) homeless or who have run away from home; (e) at-risk to leave secondary school without a diploma; (f) former juvenile offenders or at risk of delinquency; or (g) individuals with disabilities.

- 9. Economically Disadvantaged** is, with respect to an individual, an individual who is determined by the Chief Executive Officer to be low-income according to the latest available data from the Department of Commerce.
- 10. Eligible Partnership** is for the purposes of the Youth Engagement Zone program, a partnership that must include: (a) one or more community-based entities that have demonstrated records of success in carrying out service-learning programs with economically disadvantaged students, and that meet such criteria as the Chief Executive Officer may establish; and (b) a local educational agency for which a high number or percentage, as determined by the Corporation, of the students served by the agency are economically disadvantaged students; and the graduation rate (as defined in section 1111(b)(2)(C)(vi) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311(b)(2)(C)(vi)) and as clarified in applicable regulations promulgated by the Department of Education for the secondary school students served by the agency is less than 70 percent; and (c) may also include: a local government agency, the office of the chief executive officer of a unit of general local government, an institution of higher education, a State Commission or State educational agency; or more than one local educational agency described in subclause (I).
- 11. Faith-based organizations** include:
- Religious congregations (church, mosque, synagogue, temple, etc.);
 - Organizations, programs, or projects operated or sponsored by a religious congregation;
 - Nonprofit organizations that clearly show by their mission statements, policies, and/or practices that they are religiously motivated or religiously guided institutions;
 - Organizations that, when asked, designate themselves as a faith-based or religious organization; or
 - Collaborations of organizations led by an organization from the previously described categories, or of which half or more of the participants are from the previously described categories.
- 12. Indian Tribe** means a federally-recognized Indian tribe, band, nation, or other recognized group or community, including any Native village, Regional Corporation, or Village Corporation, as defined under the Alaska Native Claims Settlement Act (43 U.S.C. 1602), that the United States Government determines is eligible for special programs and services provided under federal law to Indians because of their status as Indians. An Indian tribe also includes any tribal organization controlled, sanctioned, or chartered by one of the entities described above.
- 13. Local Education Agency (LEA)** is a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for such combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary or secondary schools.
- 14. OMB** means the U.S. Office of Management and Budget.

15. Out-of-School Youth is a individual who: (a) has not attained the age of 27; (b) has not completed college or the equivalent thereof; and (c) is not enrolled in an elementary or secondary school or institution of higher education.

16. Participant is an individual enrolled in a program that receives assistance under the Act. A participant shall not be considered to be an employee of the organization receiving assistance under the national service laws through which the participant is engaging in service.

17. Project means an activity or set of activities, described in the Act (42 U.S.C. 12511 (a)(10)), carried out under a Program that results in a specific, identifiable community service or improvement:

- a. That otherwise would not have been made with existing funds; and
- b. That does not duplicate the routine services or functions of the organization to which the participants are assigned.

18. Qualified Organization is a public or private nonprofit organization that has experience working with school-age youth that meets such criteria as the Chief Executive Officer may establish.

19. Secondary School has the same meaning given such term in section 8801 of Title 20.

20. Service-Learning is a method whereby participants learn and develop through active participation in thoughtfully organized service that is conducted in and meets the needs of a community; is coordinated with an elementary school, secondary school, institution of higher education, or community service program, and with the community; helps foster civic responsibility; is integrated into and enhances the academic curriculum of the participants, or the education components of the community service program in which the participants are enrolled; and provides structured time for the participants to reflect on the service experience. (42 U.S.C. 12511(23)).

21. Service-Learning Coordinator is an individual trained in service-learning, who assists in identifying community partners; assists in designing and implementing local partnerships' service-learning programs; provides technical assistance and information to facilitate training of teachers who want to use service-learning in their classrooms; assists local partnerships in planning, developing, and executing service-learning projects; and provides other services.

22. Service sponsor is an organization, or other entity, that has been selected to provide a placement for a participant.

23. Student is an individual who is enrolled in an elementary or secondary school or institution of higher education on a full- or part-time basis.

- 24. Youth Engagement Zone Program** means a service-learning program in which members of an eligible partnership collaborate to provide coordinated school-based or community-based service-learning opportunities:
- a. in order to address a specific challenge;
 - b. for an increasing percentage of out-of-school youth and secondary school students served by a local education agency; and
 - c. in circumstances under which-
 - i. not less than 90% of such students participate in service-learning activities as part of the program; or
 - ii. service-learning is a part of the curriculum in all of the secondary schools served by the local educational agency.

B. SPECIAL PROVISIONS

1. USE OF FUNDS

- a. Grant funds may be used to establish or implement youth engagement zone programs, for students in secondary schools served by local educational agencies for which a majority of such students do not participate in service-learning activities that are:
 - i. Carried out by eligible partnerships; and
 - ii. Designed to:
 - Involve students in secondary schools in service-learning to address a specific community challenge;
 - Improve student engagement, including student attendance and student behavior, and student achievement, graduation rates, and college-going rates at secondary schools; and
 - Involve an increasing percentage of students in secondary school and out-of-school youth in the community in school-based or community-based service-learning activities each year, with the goal of involving all students.
- b. Grant funds may not be used for international travel or projects where the primary beneficiaries of an activity are outside the United States.

2. IMPLEMENTATION OF PROGRAM DESIGN

Unless otherwise approved by the Corporation in accordance with clause 17 of the Learn and Serve America General Provisions, the Grantee agrees to implement the program design described in its approved application including, but not limited to, the number and type of participants targeted in the application, targeted number of service hours, the service activities, and the management structure.

3. TRAINING AND SUPERVISION

- a. General. The Grantee must ensure that participants receive the training, skills, knowledge, and supervision necessary to perform the tasks required in their assigned projects.
- b. Service-learning. The Grantee must ensure the program provides participants with an opportunity to reflect on their service-learning experiences. The Grantee must use

- c. Supervision. The Grantee must provide participants with adequate supervision by qualified supervisors in accordance with the approved application.

4. REPORTING REQUIREMENTS

- a. **Progress Reports.** All Progress reports must be submitted through eGrants. Progress Reports must be submitted within 30 days of the close of the reporting period. Guidance on required topics and formats will be sent during the program year. Grantees must submit timely Progress Reports in accordance with Corporation guidelines according to the following schedule:

<u>Period Covering</u>	<u>Report Due</u>
July 1 – June 30	July 31

- b. **Financial Reports.** Grantees must complete and submit the financial report in eGrants to report the status of all funds. Grantees must submit timely cumulative financial reports in accordance with Corporation guidelines according to the following schedule:

<u>Period Covering</u>	<u>Report Due</u>
October 1 - March 31	April 30
April 1 - September 30	October 31

Grantees are also required to complete quarterly financial reports via the Department of Health and Human Services, Division of Payment System’s website (www.dpm.psc.gov).

Note: Subgrantee Financial and Progress Reports (if applicable)

The Corporation expects each Grantee to set its own subgrantee reporting requirements. Grantees are responsible for monitoring subgrantee activities and training needs, tracking progress toward objectives, and identifying challenges. Subgrantees must adhere to the reporting requirements outlined and communicated by its Grantee for the program year.

- c. **Final Financial Report.** Grantees completing the final year of their grant must submit, in lieu of the last financial report, a final financial report. This final financial report is due 90 days after the end of the project period.
- d. **Program Performance Report.** Each Grantee is required to submit annual program performance data through the Learn and Serve System for Information Exchange (LASSIE). Grantees are responsible for ensuring the inclusion of subgrantee survey information to complete the overall grant performance report.

5. FUNDING GUIDELINES

- a. The grantee and the subgrantees carrying out the service-learning program, combined, may spend no more than 5 percent of the total grant funds on administrative/indirect costs for any fiscal year.
- b. Stipends, allowances, or other financial support may not be paid to any program participant using CNCS funds except as reimbursement for transportation, meals, and other reasonable out-of-pocket expenses directly related to program participation. Minor expenses for identification of service-learning participants or recognition of excellent or outstanding participant service, such as the President's Volunteer Service Awards are allowable.

6. PROGRAM EVALUATION

The Grantee must cooperate fully, and must compel their subgrantees to cooperate fully, with all Corporation evaluation activities, such as the collection of participant data, subgrantee information or performance forms, and other information required by the Corporation.

7. LEARN AND SERVE AMERICA AFFILIATION

- a. **Identification as a Learn and Serve America Program.** The Grantee must identify the program as part of a larger national effort and must agree, within reasonable limits, to participate in other activities such as common training events, their state's State Service Plan, service days and conferences.
- b. **The Learn and Serve America name and logo.** The Grantee must use the Learn and Serve America name and logo on stationery, application forms, brochures, orientation materials, participant curriculum, signs, banners, press releases and publications created by Learn and Serve America participants or staff in accordance with Corporation guidelines and requirements. The Corporation provides a camera-ready logo.

The Grantee may not alter the Learn and Serve America logo (except as provided in the Corporation's Graphic Standards (www.cns.gov/resources/graphicstandards.pdf)).

8. PUBLICATIONS and OTHER PRODUCTS

- a. **Acknowledgment of support.** Publications or other products, including, but not limited to software designs, videos, CD-ROMs, books, articles, web pages, web tools, web resources, training manuals, lesson plans, project descriptions, worksheets, curricular examples and graphics created by grantees or participants must include a Learn and Serve America logo if they are consistent with the purposes of the Grant. The Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Grant.

“This material is based upon work supported by the Corporation for National and Community Service under Learn and Serve America Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not

necessarily reflect the official position of the Corporation or the Learn and Serve America Program.

- b. Materials provided to the Corporation.** The Grantee is responsible for assuring that a copy of any such material above as well as working documents including, but not limited to photos, forms and grant or project management materials and guidance documents is sent to the National Service-Learning Clearinghouse in a timely and regular manner.

C. GENERAL PROVISIONS

1. STATEMENT OF PURPOSE AND GENERAL RESPONSIBILITIES

The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*, at §12653(d)) and the Domestic Volunteer Service Act of 1973, as amended, (42 USC 4950 *et seq.*, at §4993) authorize the Corporation to support and improve national service programs through a variety of activities.

Except where the Corporation reserves specific responsibility by Special or General Provisions for coordinating or integrating any work under this requirement or sharing responsibility for certain aspects, all such responsibilities remain with the Grantee.

2. LEGISLATIVE AND REGULATORY AUTHORITY

These Provisions are binding on the Grantee. By accepting funds under this Grant, the Grantee agrees to comply with the Provisions and all applicable federal statutes, regulations, and guidelines. The Grantee agrees to administer the Grant in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The Grantee agrees to include in all sub-Grants the applicable terms and conditions contained in this award.

All applicable Provisions of the Grant, including regulations and OMB circulars that are incorporated by reference, shall apply to any Grantee or other organization carrying out activities under this Grant.

This Grant is authorized by and subject to the National and Community Service Act of 1990, as amended, codified as 42 U.S.C. §12501 *et seq.*, and the Corporation's implementing regulations at 45 CFR Part 2510 *et seq.*, and the Domestic Volunteer Service Act of 1973, as amended, codified as 42 USC 4950 *et seq.*

3. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS

The following applicable federal cost principles, administrative requirements, and audit requirements are incorporated by reference:

- a. **States, Indian Tribes, U.S. Territories, and Local Governments.** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:
 - i. OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments - 45 CFR Part 2541.
 - ii. OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.
 - iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- b. **Non-profit Organizations.** The following circulars and their implementing regulations apply to non-profit organizations:
 - i. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 CFR Part 2543 or 2 CFR Part 215.
 - ii. OMB Circular A-122, Cost Principles for Non-Profit Organizations – 2 CFR Part 230.
 - iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- c. **Education Institutions.** The following circulars and their implementing regulations apply to education institutions:
 - i. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR Part 2543 or 2 CFR Part 215.
 - ii. OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.
 - iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- d. **Other Applicable Statutes and Regulations.** The Grantee must comply with all other applicable statutes, executive orders, regulations and policies governing the Program, including but not limited to those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 CFR Parts 2540, 2541 and 2543.

4. RESPONSIBILITIES UNDER GRANT ADMINISTRATION

- a. **Accountability of Grantee.** The Grantee has full fiscal and programmatic responsibility for managing all aspects of Grant and Grant-supported activities, subject to the oversight of the Corporation. The Grantee is accountable to the Corporation for its activities under the Grant and the use of Corporation Grant funds. It must expend Grant funds in a judicious and reasonable manner. Although Grantees

are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound judgments and does not imply that the responsibility for operating decisions has shifted to the Corporation.

- b. Notice to Corporation.** The Grantee will notify the Corporation Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the Grant, or any suspected misconduct or malfeasance related to the Grant or Grantee. The Grantee will inform the Corporation official about the corrective action taken or contemplated by the Grantee and any assistance needed to resolve the situation.
- c. Notice to the Corporation's Office of Inspector General.** The Grantee must notify the Office of Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at a program indicates that there has been waste, fraud or abuse, or any violation of criminal law in connection with the Grant.

5. FINANCIAL MANAGEMENT STANDARDS

- a. General.** The Grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Grant from expenditures not attributable to this Grant. This system must be able to identify costs by year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the Grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 CFR Part 2541) or A-110 and its implementing regulations (45 CFR Part 2543 or 2 CFR Part 215), as applicable.
- b. Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of funds.
- c. Audits.** A Grantee organization that expends \$500,000 or more of total federal awards in a fiscal year is required to obtain a single audit for that year conducted by an independent auditor in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. (If the Grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A Grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, it must continue to conduct financial management reviews of its programs, and records must be available for review and audit.

A recipient of a federal Grant (pass-through entity) is required, in accordance with paragraph .400(d) of OMB Circular A-133, to do the following with regard to its sub-recipients: (1) identify the federal award and funding source; (2) advise sub-recipients of all requirements imposed on them; (3) monitor sub-recipient activities and compliance; (4) ensure sub-recipients have A-133 audits when required; (5) issue decisions and ensure follow-up on audit findings in a timely manner; (6) where necessary, adjust its own records and financial statements based on audits; and (7) require sub-recipients to permit access by the pass-through entity and auditors to records and financial statements as necessary for the pass-through entity to comply with A-133.

- d. Consultant Services.** Payments for consultant services under this Grant will not exceed \$617.00 per day (exclusive of any indirect expenses, travel, supplies, and so on).
- e. Equipment and Supplies.** Equipment and supplies will be handled in accordance with OMB Circular A-102 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or with 45 CFR Part 2543 or 2 CFR Part 215 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

6. THE OFFICE OF INSPECTOR GENERAL

The Corporation’s Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of Corporation programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in the Corporation’s programs and operations.

The OIG conducts and supervises audits of Corporation Grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from Corporation management, is used to select Grantees and Grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to Learn and Serve America grantees that become aware of suspected criminal activity in connection with the Learn and Serve America program. Grantees should immediately contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cnsolg.gov or by telephone at (800) 452-8210.

7. PROGRAM INCOME

- a. **General.** Income, including fees for service earned as a direct result of the Grant-funded program activities during the award period, must be retained by the Grantee and used to finance the Grant's non-Corporation share.
- b. **Excess Program Income.** Program income earned in excess of the amount needed to finance the Grantee share must follow the appropriate administrative requirements of 45 CFR Part 2541 or 45 CFR Part 2543, and cost principles of 2 CFR Parts 220, 225, 230 (formerly OMB Circulars A-87, A-122, and A-21) or 48 CFR Part 31, and be deducted from total claimed costs, or with approval from the Corporation through a budget amendment be used to enhance the program (additive process). Grantees that earn excess income must specify the amount of the excess in the comment box on the financial report.
- c. **Fees for service.** When using assistance under this grant, the Grantee may not enter into a contract for or accept fees for service performed by participants when:
 - i. The service benefits a for-profit entity;
 - ii. The service falls within the other prohibited activities set forth in these Grant Provisions.

8. SITE VISITS

The Corporation reserves the right to make site visits to review and evaluate Grantee records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.

9. CRIMINAL HISTORY CHECK REQUIREMENTS

Pursuant to 45 CFR Part 2540.200, criminal history checks are required for all individuals receiving a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws—regardless of the type of service the individual is performing or the individual's access to vulnerable populations. Previously, the criminal history checks were required only for individuals with recurring access to vulnerable populations.

Through the submission process, applicants provide assurances that they will comply with the criminal history check requirements for any individual who will receive a living allowance, stipend, education award, or salary through the program and was hired or enrolled on or after October 1, 2009. Grantees should maintain records detailing the steps they took to conduct the search and the results of the search.

A National Service Criminal History Check consists of (1) a State criminal registry search, which involves a search of State law enforcement and court records (by name and/or fingerprint) to determine whether an applicant has a criminal history, and (2) a National Sex Offender Public Registry (NSOPR) check, which consists of individuals that are required by their States to register as sex offenders.

All states, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands have state criminal registries that you can contact. The addresses and phone numbers for these state registries can be found on pages 108-112 in the *Staff Screening Tool Kit*, which is located on-line at www.nationalservice.gov/screeningtoolkit.

All 50 states, Guam, and Puerto Rico participate in the National Sex Offender Public Registry. It can be accessed at no cost at www.nsopr.gov.

10. PARENTAL INVOLVEMENT

Pursuant to 45 CFR Part 2540.330, programs that receive assistance under the national service laws must consult with the parents or legal guardians of children in developing and operating programs that include and serve children. In addition, programs that receive assistance under the national service laws must, before transporting minor children, provide the children's parents or legal guardians with the reason for the transportation and obtain the parent's or legal guardian's permission for such transportation, consistent with State law.

11. LIABILITY AND SAFETY ISSUES

Liability Insurance Coverage. The Grantee must have adequate general liability insurance coverage for the organization, employees, and for individuals engaged in activities under the Grant.

12. DRUG-FREE WORKPLACE

- a. Notice to Employees.** In accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 CFR 2542, and the Grantee's certification, the Grantee must publish a statement notifying employees that:
 - i.** The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and Program;
 - ii.** Conviction of any criminal drug statute must be reported immediately to the Grantee;
 - iii.** The employee's employment is conditioned upon compliance with the notice requirements; and
 - iv.** Certain actions will be taken against employees for violations of such prohibitions.
- b. Criminal Drug Convictions.** The Grantee's employees must notify the Grantee in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The Grantee must notify the Corporation within 10 days of receiving notice of such conviction. The Grantee must take appropriate action against such employee, up to and including termination or release for cause consistent with the Corporation's rules on termination and suspension of service, or require the employee to satisfactorily participate in an approved drug abuse assistance or rehabilitation Program.
- c. Drug-Free Awareness Program.** The Grantee must establish a drug-free awareness Program to inform employees about the dangers of drug abuse in the workplace, the Grantee's policy of maintaining a Drug-Free workplace, any available drug

- counseling, rehabilitation, and employee assistance support services, and the penalties that may be imposed for drug abuse violations.
- d. Grantee Non-Compliance.** The Grantee is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.
 - e. Non-Discrimination and Confidentiality Laws.** In implementing the Drug-Free Workplace Act, the Grantee must adhere to federal laws and its Grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.

13. NON-DISCRIMINATION

- a. Assurances.** The Grantee must assure that its program or activity, including those of its subgrantees, will be conducted, and facilities operated, in compliance with the applicable statutes set forth below, as well as with their implementing regulations. The Grantee must obtain an assurance of such compliance prior to extending Federal financial assistance to subgrantees. The U.S. Government shall have the right to seek judicial enforcement of these assurances.
- b. Discrimination Prohibited.** A person, a service recipient, or Program staff, may not, on the grounds of race, color, national origin, gender, sexual orientation, age, political affiliation, disability, or religion be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. The prohibition on discrimination on the basis of disability protects otherwise qualified individuals with disabilities. The prohibition against discrimination on the basis of religion with respect to Program staff applies only to Program staff paid with Corporation funds but excludes staff paid with Corporation funds who were employed by the Grantee on the date the Corporation grant was awarded.

This prohibition against discrimination includes but is not limited to:

- i.** Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
- ii.** Providing an opportunity which is different or provided differently;
- iii.** Denying an opportunity to participate as a member of a planning or advisory body integral to the program;
- iv.** Segregating or subjecting a person to separate treatment;
- v.** Providing an aid, benefit, or service to a qualified disabled person that is less effective in affording opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement;
- vi.** Denying a qualified disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;
- vii.** Restricting a person's enjoyment of an advantage or privilege enjoyed by others;
- viii.** Providing different or separate aid, benefits, or services to disabled persons unless necessary in order to provide them as effectively as provided to others;

- ix. Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
- x. Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;
- xi. Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;
- xii. Denying a qualified disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and
- xiii. Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.
- xiv. The Corporation's updated "Grantees Civil Rights Policy" and its "Civil Rights Harassment Policy" which include additional discrimination prohibitions are attached and incorporated herein.

- c. Public Notice of Non-discrimination.** The Grantee must notify service recipients, applicants, Program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity subject to the nondiscrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Grantee and the Corporation, and briefly explain procedures for filing discrimination complaints with the Corporation. Sample language is:

It is against the law for organizations that receive federal financial assistance from the Corporation for National Service to discriminate on the basis of race, color, national origin, gender, sexual orientation, age, disability, political affiliation, marital or parental status, military service, or, in most programs, 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 Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

(Name, address, phone number – both voice and TDD, and preferably toll free – FAX number and e-mail address of the Grantee) or

Office of Civil Rights and Inclusiveness
 Corporation for National Service
 1201 New York Avenue, NW
 Washington, D.C. 20525
 (202) 606-7503 (voice); (202) 565-2799 (TDD)
 (202) 606-3465 (FAX); eo@cns.gov (e-mail)

The Grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Grantee must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is “This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.” Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

- d. Records and Compliance Information.** The Grantee must keep records and make available to the Corporation timely, complete and accurate compliance information to allow the Corporation to determine if the Grantee is complying with the civil rights statutes and implementing regulations. Where a Grantee extends federal financial assistance to subgrantees, the subgrantees must make available compliance information to the Grantee so it can carry out its civil rights obligations. The Corporation will provide specific guidance regarding records and compliance information.
- e. Obligation to Cooperate.** The Grantee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Grantee shall permit access by the Corporation during normal business hours to its books, records, accounts, staff, facilities, and other sources of information as may be needed to determine compliance.
- f. Discrimination Complaints, Investigations, and Compliance Reviews.** The Corporation may review the practices of the Grantee to determine civil rights compliance. Any person who believes discrimination has occurred may file a discrimination complaint with the Corporation’s Office of Civil Rights and Inclusiveness. The Grantee may not intimidate, threaten, coerce, or discriminate against an individual to interfere with a right or privilege secured by the civil rights acts or because the person made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing. The Corporation will keep the identity of complainants and witnesses confidential except as necessary to conduct an investigation, hearing, or judicial proceeding.

The Corporation will investigate whenever a compliance review, report, complaint, or other information indicates a possible failure to comply with the statutes and their implementing regulations. If an investigation indicates a failure to comply, the Corporation will so inform the Grantee and any applicable subgrantees and will attempt to resolve the matter by voluntary means. If the matter cannot be resolved by voluntary means, the Corporation will initiate formal enforcement action.

Discrimination complaints may be raised through the Grantee’s grievance procedure. Use of the Grantee’s grievance procedure may not be a required precursor to filing a federal discrimination complaint with the Corporation. Use of the Grantee’s grievance procedure does not preclude filing a federal discrimination complaint. The Grantee’s grievance procedure should advise individuals that use of the grievance

procedure does not stop the running of Corporation time frames for filing a discrimination complaint with the Corporation. In all cases where discrimination allegations have been raised with the Grantee, the Grantee must submit a written report to the Corporation's Equal Opportunity Office, which has a review authority over the investigation and disposition of all discrimination complaints.

- g. Self-Evaluation Requirements.** The Grantee must comply with (1) the self-evaluation requirements under section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities; (2) the self-evaluation requirements of the Age Discrimination Act of 1975; and (3) the self-evaluation requirements under title IX of the Education Amendments of 1972 regarding discrimination based on sex. Guidance regarding the self-evaluation requirements may be obtained from the Corporation's Office of Civil Rights and Inclusiveness, 1201 New York Avenue, NW, Washington, D.C. 20525, (202) 606-7503 (voice); (202) 565-2799 (TDD); (202) 606-3465 (FAX); or eo@cns.gov (e-mail).
- h. Applicable Statutes.** In accordance with its assurances, the Grantee must comply with all federal statutes relating to non-discrimination to the extent applicable, including, but not limited to titles VI and VIII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 3601 *et seq.*), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990, (42 U.S.C. 12635) or any other applicable non-discrimination provision.

14. GRANT PRODUCTS

- a. Sharing Grant Products.** To the extent practicable, the Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.
- b. Acknowledgment of Support.** Publications created with funding under the grant may include a Corporation for National & Community Service logo if they are consistent with the purposes of the Grant. The Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Grant.

“This material is based upon work supported by the Corporation for National & Community Service under Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, the Corporation.”

15. PROHIBITION ON USE OF FUNDS FOR CERTAIN PURPOSES

While charging time to this Award, the Grantee, and anyone acting under the supervision or authority of the Grantee, may not engage in the following 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. Voter Registration Activities are Prohibited. In addition to the prohibited activities listed in 45 CFR Part 2520.65, staff and members may not engage in voter registration drives, and the Grantee may not use Grant funds to conduct a voter registration drive.
- f. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- g. 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.
- h. 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.
- i. Providing a direct benefit to:
 - i. A for-profit entity;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. An organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities; or
 - v. A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S.C. Title 26.
- j. Other activities as the Corporation determines will be prohibited, upon notice to the Grantee.

Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-Corporation time, and using non-Corporation funds and resources.

16. BUDGET AND PROGRAMMATIC CHANGES

- a. Programmatic Changes.** The Grantee must obtain the prior written approval of the Corporation before making the following changes:
- i. Changes in the scope, objectives or goals of the project, transfer of the project effort, or timeline whether or not they involve budgetary changes.
 - ii. Entering into sub-Grants or contracting out any activities funded by the Grant and not specifically identified in the approved application and/or Grant.
- b. Changes in the Budget.** The Grantee must obtain the prior written approval of the Corporation's Field Financial Management Center before deviating from the approved budget in any of the following ways:
- i. Specific Costs Requiring Prior Approval Before Incurrence** under OMB Circulars 2 CFR Part 220 (A-21), 2 CFR Part 225 (A-87), or 2 CFR Part 230 (A-122). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
 - ii. Purchases of Equipment over \$5,000** using Grant funds, unless specified in the approved application and budget.
- c. Approvals of Programmatic and Budget Changes.** The Corporation's Grants Officers are the only officials who have the authority to alter or change the provisions or requirements of the Grant. The Grants Officers will execute written amendments or changes to the Grant, and Grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.

17. SUSPENSION OR TERMINATION OF THE GRANT

- a. Suspension of the Grant.** Pursuant to 45 CFR Part 2540.400, in an emergency situation the Corporation may suspend a Grant for not more than 30 calendar days. Examples of such situations may include, but are not limited to:
- i. Serious risk to persons or property;
 - ii. Violations of federal, state or local criminal statutes; and
 - iii. Material violation(s) of the Grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
- b. Termination of the Grant.** Pursuant to 45 CFR Part 2540.400, the Corporation may terminate payments under the Grant or recover Grant funds for failure to comply with applicable Provisions of this Grant. However, the Corporation will provide the Grantee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:
- i. Notice.** The Corporation will notify the Grantee by letter or telegram that it intends to terminate payments or recover Grant funds, either in whole or in part, unless the Grantee shows good cause why such assistance should not be terminated or recovered. In this notice, the grounds and the effective date for

the proposed action will be described. The Grantee will be given at least seven calendar days to submit written material in opposition to the proposed action.

- ii. **Right to a Hearing.** The Grantee may request a hearing on a proposed action. Upon five days notice to the Grantee, the Corporation may authorize the conduct of a hearing or other meetings at a location convenient to the Grantee to consider the proposed action. A transcript or recording must be made of a hearing.

- c. The Grantee may suspend or terminate assistance to a sub-Grantee, provided that such action affords the sub-Grantee at a minimum, the notice and hearing rights described in 45 CFR Part 2540.400.

18. ORDER OF PRECEDENCE

Any inconsistency in this Grant shall be resolved by giving precedence in the following order: (a) Applicable Federal Statutes, (b) Corporation and other Federal regulations, (c) Grant Award, and (4) the approved Grant application for federal assistance including all assurances, certifications, attachments, and pre-award negotiations.

19. TRAFFICKING IN PERSONS

This Grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

- a. Provisions applicable to a recipient that is a private entity.
 - i. You as the Grantee, your employees, sub-Grantees under this Grant, and sub-Grantee's employees may not:
 - (a) Engage in severe forms of trafficking in persons during the period of time that the Grant is in effect;
 - (b) Procure a commercial sex act during the period of time that the Grant is in effect; or
 - (c) Use forced labor in the performance of the Grant or sub-Grants under the Grant.
 - ii. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a sub-Grantee that is a private entity –
 - (a) Is determined to have violated a prohibition in paragraph a.1 of this Grant term; or
 - (b) Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a.1 of this Grant term through conduct that is either:
 - A. Associated with performance under this Grant; or
 - B. Imputed to you or the sub-Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 2200.

- b. Provisions applicable to a Grantee other than a private entity. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subgrantee that is a private entity -
 - i. Is determined to have violated an applicable prohibition of paragraph a.1 of this Grant term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph a.1 of this Grant term through conduct that is –
 - (a) Associated with performance under this Grant; or
 - (b) Imputed to the sub-Grantee using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 2200.
- c. Provisions applicable to any Grantee.
 - i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Grant term.
 - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (b) Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - iii. You must include the requirements of paragraph a.1 of this Grant term in any sub-Grant you make to a private entity.
- d. Definitions. For purposes of this Grant term:
 - i. “Employee” means either:
 - (a) An individual employed by you or a sub-Grantee who is engaged in the performance of the project or program under this Grant; or
 - (b) Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
 - ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. “Private entity”:
 - (a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR Part 175.25.
 - (b) Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR Part 175.25(b).
 - B. A for-profit organization.

- iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).