

2007 AMERICORPS GRANT PROVISIONS

Effective June 1, 2007

Revised January 8, 2008

These AmeriCorps Grant Provisions are binding on the grantee. By accepting funds under this grant, the grantee agrees to comply with the AmeriCorps Provisions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The grantee agrees to operate the funded Program 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.

For the purposes of these Provisions, “AmeriCorps” refers to AmeriCorps State, AmeriCorps National and AmeriCorps Tribes and Territories Programs only. All applicable Provisions of the grant, including regulations and OMB circulars that are incorporated by reference shall apply to any grantee, sub-grantee, or other organization carrying out activities under this award.

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I. CHANGES TO THE 2007 AMERICORPS PROGRAM GRANT PROVISIONS

Section IV. B. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK

3. AmeriCorps Service Gear – The requirement that the grantee not use Corporation funds to purchase local program service gear was changed to “All member service gear purchased with federal funds is required to include the AmeriCorps logo.”

Section IV. C. MEMBER ENROLLMENT

As of November 23, 2007, all grantees must follow the Corporation’s criminal background check requirements as set out in 45 CFR §§2522.205-207 and 45 CFR §§2540.200-207. The previous section 7, Criminal Background Checks, has been moved to the Regulations and deleted from the Provisions.

Section IV. F. CHANGES IN MEMBER STATUS

2. Changing Slot Types – The requirement for prior approval for changing slot types was deleted.

Section IV. J. POST-SERVICE EDUCATION AWARDS

A statement regarding the penalties for false information was added.

Section VI. ATTACHMENTS

Created a new section of the Provisions to group existing policies within an ‘Attachments’ section. Revised policies, effective October 1, 2007, are included.

II. LEGISLATIVE AND REGULATORY AUTHORITY

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 45 CFR 2510 *et seq.* Grantees must comply with the requirements of the Act and its implementing regulations.

III. 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. **Nonprofit Organizations.** The following circulars and their implementing regulations apply to nonprofit 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 2543.
 - ii. OMB Circular A-122, Cost Principles for Nonprofit Organizations - 2 CFR part 230.
 - iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- c. **Educational Institutions.** The following circulars and their implementing regulations apply to educational 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 2543.
 - 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.

These documents can be found at:

http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfrv1_07.html#215 and here:
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=1289932cf6539210eb14f3d8d3052a8b&c=ecfr&tpl=/ecfrbrowse/Title02/2cfrv1_02.tpl#200

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 2541 and 2543.

Order of Precedence. Should there be any inconsistency among the Notice of Grant Award, the AmeriCorps Special Provisions, the General Provisions, and the approved grant application, the order of precedence that will prevail is: (1) Notice of Grant Award; (2) the AmeriCorps Special Provisions; (3) the General Provisions; and (4) the approved Grant Application.

IV. AMERICORPS SPECIAL PROVISIONS

A. DEFINITIONS

For purposes of this grant the following definitions apply:

- 1. AmeriCorps National Service Network** means AmeriCorps*State, AmeriCorps*National, AmeriCorps*Tribes and Territories, Volunteers in Service to America (VISTA), and National Civilian Community Corps (NCCC); programs taken together as programs dedicated to national service. VISTA is authorized under the Domestic Volunteer Service Act (42 U.S.C. 4950 *et seq.*). NCCC is authorized under the National and Community Service Act (42 U.S.C. 12611 *et seq.*).
- 2. Approved National Service Position** means a national service position for which the Corporation has approved the provision of a national service education award as one of the benefits to be provided for successful service in the position.
- 3. Faith-based organizations** include:
 - a. Religious congregations (church, mosque, synagogue, temple, etc.);
 - b. Organizations, programs, or projects operated or sponsored by a religious congregation;
 - c. Nonprofit organizations that clearly show by their mission statements, policies, and/or practices that they are religiously motivated or religiously guided institutions;
 - d. Organizations that, when asked, designate themselves as a faith-based or religious organization; or
 - e. Collaborations of organizations lead by an organization from the previously described categories, or of which half or more of the members are from the previously described categories.
- 4. Grantee**, for the purposes of this agreement, means the direct recipient of this grant. The term sub-grantee shall be substituted for the term grantee where appropriate. The grantee is also responsible for ensuring that sub-grantees or other organizations carrying out activities under this award comply with these provisions, including regulations and OMB circulars incorporated by reference. The grantee is legally accountable to the Corporation for the use of grant funds and is bound by the provisions of the grant.
- 5. Member** means an individual:
 - a. Who is enrolled in an approved national service position;

- b. Who is a U.S. citizen, U.S. national or lawful permanent resident alien of the United States;
- c. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled
 - i. in a full-time, year-round youth corps program or full-time summer Program as defined in the Act (42 U.S.C. 12572 (a) (2)), in which case he or she must be between the ages of 16 and 25, inclusive, or
 - ii. in a Program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572 (a)(9)), in which case he or she must be between the ages of 16 and 24, inclusive; and
 - iii. Has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. 1091), or who has been determined through an independent assessment conducted by the Program to be incapable of obtaining a high school diploma or its equivalent.

6. Parent Organization means a grantee that is responsible for implementing and managing a National Direct AmeriCorps or National Direct Education Award Program.

7. Service Recipient means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.

8. Sub-grantee refers to an organization receiving AmeriCorps grant funds from a grantee of the Corporation.

B. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK

1. Identification as an AmeriCorps Program or Member. The grantee must identify the Program as an AmeriCorps Program and members eligible for a Corporation-approved post-service education award as AmeriCorps members.

2. The AmeriCorps Name and Logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service. The grantee must use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, orientation materials, member curriculum, signs, banners, press releases and publications created by AmeriCorps members in accordance with Corporation requirements. The Corporation provides a camera-ready logo. To establish the relationship between the Program and AmeriCorps, the grantee must use the phrase “The AmeriCorps National Service Network” or “an AmeriCorps Program” and may use the slogan “Getting Things Done”™ on such materials in accordance with Corporation guidelines and requirements. The grantee may not alter the AmeriCorps logo, and must obtain the written permission of the Corporation before:

- a. Using the AmeriCorps name or logo on materials that will be sold, or
- b. Permitting donors to use the AmeriCorps name or logo in promotional materials.

The grantee may not use or display the AmeriCorps name or logo in connection with any activity prohibited in these grant provisions.

- 3. AmeriCorps Service Gear.** The grantee is encouraged to provide the core AmeriCorps service gear package for each member. The core package includes the standard items made available by the Corporation through the Mississippi Industries for the Blind. The grantee should direct members to wear their service gear at officially designated AmeriCorps events and may allow members to wear their service gear at other times consistent with Corporation guidelines. All member service gear purchased with federal funds is required to include the AmeriCorps logo.
- 4. Participation in AmeriCorps Events.** The grantee agrees, within reasonable limits, to arrange for members to participate in AmeriCorps events and activities sponsored by the Corporation, such as the National Opening Ceremonies, AmeriCorps week, conferences, and national service days.

C. MEMBER ENROLLMENT

Member recruitment, selection and enrollment requirements are in the Corporation's regulations at **45 CFR part 2522**. In addition, the following apply:

1. Member Enrollment Procedures.

- a. An individual is enrolled as an AmeriCorps member when all of the following have occurred:
 - i. He or she has signed a member contract;
 - ii. The program has verified the individual's eligibility to serve;
 - iii. The individual has begun a term of service; and
 - iv. The program has approved the member enrollment form in WBRS.
- b. Prior to enrolling a member in AmeriCorps, programs make commitments to individuals to serve. A commitment is defined as signing a member contract with an individual or otherwise entering into a legally enforceable commitment as determined by state law.
- c. Within 30 calendar days of entering into a commitment with an individual, the grantee or sub-grantee will notify the Corporation of the commitment via WBRS by enrolling the individual as a member.
- d. Member Enrollment: Within 30 calendar days of the member's starting service, the program must complete and approve the enrollment form in WBRS.
- e. If a commitment does not result in a member actually being enrolled, the program must cancel the commitment in WBRS within 30 calendar days of the member's expected start date. If a grantee or sub-grantee does not complete an enrollment within 30 days of the member's expected start date, the grantee and sub-grantee will receive notification that the timeframe has expired. The

program will then have 15 calendar days to complete the enrollment before the commitment is removed from WBRs.

- f. Failure to notify the Corporation of member commitments or enrollments within these timeframes may result in sanctions to the grantee or sub-grantee, up to and including, reducing the number of member positions or suspending or terminating the grant.
- 2. AmeriCorps Members.** The grantee must keep time and attendance records on all AmeriCorps members in order to document their eligibility for in-service and post-service benefits. Time and attendance records must be signed and dated both by the member and by an individual with oversight responsibilities for the member.
 - 3. Completion of Terms of Service.** A Program should make every effort to enroll members so that each member has a reasonable expectation of completing his/her term of service by the end of the Program's project period. Should a Program not be renewed, a member who was scheduled to continue in a term of service may either be placed in another Program where feasible, or a member may receive a prorated education award if the member has completed at least 15% of the service hour requirement.
 - 4. Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

The vast majority of accommodations are inexpensive. For those cases where reasonable accommodations are more costly, there is a limited amount of money available through State Commissions to provide accommodations for service members. The Office of Disability Employment Policy operates a toll-free, confidential, free resource for employers on reasonable accommodation requirements and options for accommodating employees at (800) 526-7234 (voice/TTY), e-mail at JAN@jan.icdi.wvu.edu, or website at www.jan.wvu.edu.

Accommodations that impose an undue financial or administrative burden on the operation of the program or fundamentally alter its nature are not reasonable accommodations. However, the grantee must document and prove any undue burden. Similarly, a person who poses a direct threat to the health or safety to himself or herself or to others, where the threat cannot be eliminated by reasonable accommodation, is not a qualified individual with a disability. In such instances the grantee must document and prove the direct threat.

- 5. Member Classification.** AmeriCorps members are not employees of the Program or of the federal government. The definition of "participant" in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, "a participant (member) shall not be considered to be an employee of the Program in which the

participant (member) is enrolled” (42 U.S.C. 12511(17) (B)). Moreover, members are not allowed to perform an employee’s duties or otherwise displace employees.

For the limited purposes of the Family and Medical Leave Act of 1993, the member may be considered an eligible employee of the project sponsor. The Family and Medical Leave Act’s requirements as they apply to AmeriCorps Programs are contained in 45 CFR 2540.220(b).

6. **Parental Consent.** Before enrolling in a Program, individuals under eighteen years of age must provide written consent from a parent or legal guardian.
7. **Criminal Charges.** An AmeriCorps member who is officially charged with a violent felony, or with the sale or distribution of a controlled substance during a term of service will have his/her service suspended without a living allowance and without receiving credit for hours missed. The member may be reinstated into AmeriCorps service if he/she is found not guilty or if the charge is dismissed. If an AmeriCorps member who has been cleared of such charges is unable to complete his/her term of service within one year, he/she may accept a pro-rated education award as long as he/she has completed at least 15% (255 hours full-time/135 hours less than full-time) of his/her service.

An AmeriCorps member who is convicted of a criminal charge as described above must be terminated for cause from the program, and he/she is not eligible for any portion of an education award.

D. TRAINING, SUPERVISION, AND SUPPORT

1. **Planning for the Term of Service.** The grantee must develop member position descriptions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The grantee must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for a post-service education award. In planning for the member's term of service, the grantee must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.
2. **Member Contracts.** The grantee must require that members sign contracts that, at a minimum, stipulate the following:
 - a. The minimum number of service hours and other requirements (as developed by the Program) necessary to successfully complete the term of service and to be eligible for the education award;
 - b. Acceptable conduct;
 - c. Prohibited activities, including those specified in the regulations;
 - d. Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq.*);
 - e. Suspension and termination rules;
 - f. The specific circumstances under which a member may be released for cause;
 - g. The position description;

- h. Grievance procedures; and
 - i. Other requirements as established by the Program.
3. Consistent with the approved budget, the grantee must provide members with the training, skills, knowledge and supervision necessary to perform the tasks required in their assigned project positions, including specific training in a particular field and background information on the community served.

The grantee must conduct an orientation for members and comply with any pre-service orientation or training required by the Corporation. This orientation should be designed to enhance member security and sensitivity to the community. Orientation should cover member rights and responsibilities, including the Program's code of conduct, prohibited activities (including those specified in the regulations), requirements under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq.*), suspension and termination from service, grievance procedures, sexual harassment, other non-discrimination issues, and other topics as necessary.

4. **Service-Learning.** The grantee agrees to use service experiences to help members achieve the skills and education needed for productive, active citizenship, including the provision, if appropriate, of structured opportunities for members to reflect on their service experiences.
5. **Supervision.** The grantee must provide members with adequate supervision by qualified supervisors in accordance with the approved application. The grantee must establish and enforce a code of conduct for members.
6. **Performance Reviews.** The grantee must conduct and keep a record of at least a midterm and end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The evaluation should focus on such factors as:
- a. Whether the member has completed the required number of hours;
 - b. Whether the member has satisfactorily completed assignments; and
 - c. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
7. (a) **Registration to Vote.** The grantee should encourage all eligible members to register and vote. However, the grantee is prohibited from requiring members to register or to vote, and from attempting to influence how members vote. Members who are unable to vote before or after service hours should be allowed to do so during their service time without incurring any penalties. The site director should determine the length of absence.
- (b) **Voter Registration Activities Prohibited.** In addition to the prohibited activities listed in 45 CFR 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.

- 8. Jury Duty.** The grantee must allow AmeriCorps members to serve on a jury without being penalized for doing so. During the time AmeriCorps members serve as jurors, they should continue to receive credit for their normal service hours, a living allowance, health care coverage and, if applicable, child care coverage regardless of any reimbursements for incidental expenses received from the court.
- 9. Member Death or Injury.** The grantee must report any deaths or serious injuries to the appropriate Corporation Program Officer immediately.
- 10. Armed Forces Reserves.** Generally, the Reserves of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard, and the Air National Guard require reservists to serve one weekend a month plus 12 to 15 days a year (hereafter referred to as the two-week active duty service). To the extent possible, grantees should seek to minimize the disruption in members' AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active duty service in the Reserves.

Members may not receive time-off for additional Reserves-related service beyond the two-week active duty service. No AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves. Grantees should credit members for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps service. The member would receive credit for the number of hours he or she would have served during that period had there been no interruption. For example, if a full-time member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, she or he would receive 70 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves.

Reservists in the U.S. Armed Forces receive compensation for their mandatory two weeks of active duty service. The compensation regulations governing the Army and Air National Guard may vary by state.

Grantees should continue to pay the living allowance and provide health care and childcare coverage for the two-week period of active duty.

E. TERMS OF SERVICE

- 1. Program Requirements.** Each Program must, at the start of the term of service, establish the guidelines and definitions for the successful completion of the Program year, ensuring that these Program requirements meet the Corporation's service hour requirements as defined below:

- a. **Full-Time Members.** Members must serve at least 1700 hours during a period of not less than nine months and not more than one year.
- b. **Half-Time Members.** Half-time members must serve at least 900 hours during a period of one or two years as indicated in the approved budget.
- c. **Reduced Half-Time Members.** Reduced half-time members must serve at least 675 hours over a time not to exceed one year.
- d. **Quarter-Time Members.** Quarter-time members must serve at least 450 hours over a time not to exceed one year.
- e. **Minimum Time Members.** Minimum time members must serve at least 300 hours over a time not to exceed one year.

2. Notice to the Corporation's National Service Trust. The grantee must notify the Corporation's National Service Trust within 30 days upon entering into a commitment with an individual to serve; a member's enrollment in WBRS; and completion of, lengthy or indefinite suspension from, or release from, a term of service. Lengthy or indefinite suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits, because it is unclear when the member might return to the Program.

The grantee also must notify the Trust when a change in a member's status is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within 30 days may result in sanctions to the grantee, up to and including, suspension or termination. Grantees or sub-grantees properly utilizing WBRS meet notification requirements when they use that system to inform the Corporation within the approved time frames. Any questions regarding the Trust should be directed to the Trust Office.

F. CHANGES IN MEMBER STATUS

1. Changing Member Status. Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a grantee or sub-grantee, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use.

Any change of member status that:

- a. Necessitates a change in the number of member service year positions in the grant, or
- b. Changes the funding amount of the grant

requires prior written approval from the Corporation's Office of Grants Management.

2. Changing Slot Types (unfilled positions). Grantees or sub-grantees may change the type of slots awarded to their program if:

- a. the change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position),
- b. the change does not increase the amount of the education award (effective November 14, 2006).

To request a change in slot type, the grantee must make a slot conversion and/or correction request in WBRS.

3. Changing a Term of Service (filled positions). Changes in terms of service may not result in an increased number of MSYs for the program.

- a. **Full-time.** State Commissions and Parent Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members within the first 90 days of the member's service. Impact on program quality should be factored into approval of requests. The Corporation will not cover health care or childcare costs for less than full-time members. It is not allowable to transfer currently enrolled full-time members to a less than full-time status simply to provide a less than full-time education award. A Change of Status form must be completed in WBRS and forwarded to the Corporation within 30 days.
- b. **Less than Full-time.** Changing less than full-time members to full-time is discouraged because it is very difficult to facilitate, unless done very early in the member's term of service. State Commissions and Parent Organizations may authorize or approve such changes so long as they are within the first 90 days of the member's service, and the current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date. A Change of Status form must be completed in WBRS and forwarded to the Corporation within 30 days.
- c. **Refilling Slots.** Eligible AmeriCorps State and National programs that have fully enrolled their awarded member slots are allowed to replace any member who terminates service before completing 30 percent of his/her term (effective May 17, 2007) provided that the member who terminates is not eligible for and does not receive a pro-rated education award. Programs may not refill the same slot more than once.

As a fail-safe mechanism to ensure that corporate resources are available in the national service trust to finance any member's education award, the Corporation will suspend refilling if either:

- i. total AmeriCorps enrollment reaches 97 percent of awarded slots or
- ii. the number of refills reaches five percent of awarded slots.

Grantees whose awards have special grant conditions **under 45 CFR 2543.14 or 2541.120** are not eligible to refill positions. In order to be qualified to refill,

grantees will be evaluated on the basis of the results of their State Administrative Standards reviews, the outcomes of Inspector General audits, and site visits and oversight by CNCS program and grants officers.

State Commissions and Parent Organizations must forward all changes and appropriate forms to the Corporation after approval. Any requests for changes that fall outside of the parameters set forth above must come to the Corporation for written approval with concurrence from the State Commission or Parent Organization.

- 4. Notice to Childcare and Health Care Providers.** The grantee must notify the Corporation's designated agents immediately in writing when a member's status changes, such that it would affect eligibility for childcare or health care. Examples of changes in status are converting a full-time member to less than full-time member, terminating or releasing members from service, and suspending members for cause for lengthy or indefinite time periods. Program directors should contact AmeriCorps@Care at NACCRRA at (800) 570-4543 on childcare related changes, and their health insurance provider about health insurance related changes.

G. RELEASE FROM PARTICIPATION

Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 CFR §2522.230 for requirements. In addition to the regulations, the following apply:

- 1. No Automatic Disqualification if Released for Cause.** A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause for a first term for personal reasons – e.g. he/she has decided to take a job offer– but who, otherwise, was performing well up until the time he/she decided to leave, would not be disqualified for a second term as long as he/she received a satisfactory performance evaluation for the period he/she served.
- 2. Required Disclosure by Member of Prior Release for Cause.** Any individual released for cause who thereafter applies to serve in any AmeriCorps program must disclose the fact that he/ she was released for cause to the Program to which the individual is applying. Failure to disclose that the individual was released for cause from another AmeriCorps Program will make the individual ineligible to receive the AmeriCorps education award.

H. MINOR DISCIPLINARY ACTIONS

The grantee may temporarily suspend or impose a fine on a member for minor disciplinary reasons, such as chronic tardiness, as outlined in the conditions of the member contract.

- 1. Temporary Suspension of Service.** The period of suspension does not count toward a member's required service hours. Further, members who are suspended for minor disciplinary reasons may not receive a living allowance for the suspension period.
- 2. Fines.** If determined to be necessary for improvements in member performance or attendance, the grantee may impose a reasonable fine on members for minor disciplinary problems consistent with the member contract. The fines may not be calculated on an hourly basis. For example, a member who is an hour late may not be fined an hour's worth of living allowance. Instead, the grantee shall establish a written policy on fines, which is not linked to an hourly rate. The grantee may deduct fines from that portion of the member's living allowance that is paid by non-Federal funds. Before making any deductions, the grantee should consider how this might affect the status of members under employment laws, including minimum wage and unemployment compensation. Further, a grantee that deducts in this fashion may be required to provide additional matching funds.

I. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS, AND TAXES

Requirements related to member living allowances and benefits are in 45 CFR §§2522.240 and 2522.250. In addition, the following apply:

- 1. Living Allowance Distribution.** A living allowance is not a wage. Programs must not pay a living allowance on an hourly basis. Programs should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when a member concludes a term of service.

If a member serves 1700 hours but is permitted to conclude a term of service before the originally agreed upon date, the program may not provide a "lump sum" payment to the member. Similarly, if a member enrolls after the program's start date, the program must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to "make up" any missed payments.

- 2. Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance prospective to the revocation date; the member may not receive any portion of the living allowance accrued during the waiver period.

3. Taxes and Insurance.

- a. **Liability Insurance.** The grantee must have adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
- b. **FICA (Social Security and Medicare taxes).** Unless the grantee obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the grantee must pay FICA for any member receiving a living allowance. The grantee also must withhold 7.65% from the member's living allowance.
- c. **Income Taxes.** The grantee must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The grantee must comply with any applicable state or local tax requirements.
- d. **Unemployment Insurance.** The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for members because no employer-employee relationship exists. The grantee may not charge the cost of unemployment insurance taxes to the grant unless mandated by state law. Programs are responsible for determining the requirements of state law by consulting their State Commission, legal counsel or the applicable state agency. AmeriCorps*National and AmeriCorps*Tribes and Territories grantees must coordinate with their State Commissions to determine a consistent state treatment of unemployment insurance requirements.

4. **Worker's Compensation.** Worker's Compensation is an allowable cost to the grant. The grantee is responsible for determining whether state law requires the provision of worker's compensation for members. If a program is not required by state law to provide worker's compensation, the Program must obtain Occupational Accidental Death and Dismemberment insurance coverage for members to cover in-service injury or incidents.

5. **Health Care Coverage.** The grantee must provide a health care policy to those full-time members not otherwise covered by a health care policy at the time of enrollment into the AmeriCorps program, or to those members who lose coverage during their term of service as a result of participating in the Program or through no deliberate act of their own. The Corporation will not cover health care costs for family members or for less than full-time members.

- a. **Minimum Benefits.** The health care policy must meet the following minimum benefits:
 - i. Physician services for illness or injury;
 - ii. Hospital room and board;
 - iii. Emergency room;
 - iv. X-ray and laboratory;
 - v. Prescription drugs;
 - vi. Limited mental/nervous disorders;

- vii. Limited substance abuse coverage;
 - viii. An annual deductible of no more than \$250 charges per member;
 - ix. No more than \$1,000 total annual out-of-pocket per member;
 - x. A 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care; and
 - xi. A maximum benefit of at least \$50,000 per occurrence or cause.
- b. **Obtaining Health Care Coverage.** You may obtain health care insurance for your members through any provider you choose, as long as the policy provides the minimum benefits and is not excessive in cost. If you use a health care policy that charges more than \$150 per month to the Corporation you must send a copy of the policy along with a summary of its coverage and costs to the Corporation's Office of Grants Management.
- c. **Half-Time Members.** Although no portion of health insurance expenses for halftime members may be paid from Corporation funds, you may choose to provide health care to half-time members from other sources.
- d. **Less Than Full-Time Members serving in a Full-Time Capacity.** Less than full-time members who are serving in a full-time capacity for a sustained period of time (such as a full-time summer project) may be eligible for health care benefits supported with Corporation funds.

6. Childcare. The grantee must ensure that childcare is made available to those full-time members who need such assistance in order to participate. Members are not eligible to receive childcare from AmeriCorps while they are receiving childcare subsidies from another source for the same period of AmeriCorps service. The criteria for member eligibility are contained in [45 CFR§2522.250](#).

7. Administration of Child Care Payments. In general, the Corporation will provide for childcare payments, which will be administered through the National Association of Child Care Resource and Referral Agencies (NACCRRRA), hereafter referred to as AmeriCorps@CARE. Grantees that choose to provide childcare as a match source (as approved in their budget) may use AmeriCorps@CARE for technical assistance. Grantees can contact AmeriCorps@CARE at (800) 570-4543 with questions regarding childcare.

- a. **Program Director's Responsibilities.** In addition to determining a member's eligibility at the start of the term of service, Program directors are required to notify AmeriCorps@CARE immediately in writing when:
- i. A member is no longer eligible for childcare benefits due to a change in the member's eligibility status (e.g., family income exceeds the limit, the child turns 13, a full-time member becomes a less than full-time member, or a member leaves the Program);
 - ii. New or existing members become eligible for childcare benefits;

- iii. A member wishes to change childcare providers or a childcare provider will no longer provide childcare services; or
 - iv. A member is absent from the Program for excessive periods of time (five or more days in a month).
 - b. Costs incurred due to the grantee's **failure to keep AmeriCorps®CARE immediately informed of changes** in a member's status may be charged to the grantee's organization.
 - c. **Half-Time Members.** Although no portion of childcare expenses for half-time members may be paid from Corporation funds, Programs may choose to provide childcare to half-time members from other sources.
 - d. **Less Than Full-Time Members Serving in a Full-Time Capacity.** Less than full-time members who are serving in a full-time capacity for a sustained period of time (such as a full-time summer project) may be eligible for childcare benefits supported with Corporation funds.
 - e. **Payments.** Payments or reimbursement for childcare benefits will be made for eligible members to qualified providers from the date child care need was established after service began. The amount of childcare allowance may not exceed the applicable payment rate established by the State where the member is serving for child care funded under the Child Care and Development Block Grant Act of 1990. No payments and reimbursements will be made in the event the AmeriCorps member was ineligible, or if the provider was not qualified under the state guidelines.
8. **Family and Medical Leave.** The Corporation's Regulations at **45 CFR§2540.220** describe the circumstances under which AmeriCorps members can take family and medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). However, family and medical leave does not count toward the requisite service hours and members may not receive a living allowance during this period.

At the grantee's discretion, temporary leave may also be authorized for the reasons allowed under FMLA to AmeriCorps members who do not otherwise meet the eligibility requirements for FMLA leave as described in the regulations. If temporary leave is appropriate, grantees have the flexibility to determine the duration of the absence for up to 12 weeks, and may choose to continue providing health benefits to the member during the period of absence.

The length of the leave must be based on two considerations: (1) the circumstances of the situation; and (2) the impact of the absence on the member's service experience and on the overall program. If the disruption would seriously compromise the member's service experience or the quality of the program as a whole, then the grantee may offer the member the option of rejoining the program in the next class or completely withdrawing from the program.

- 9. Federal Work Study.** Upon approval by the Corporation's Program Office, grantees may enroll Federal Work Study students as AmeriCorps members. Only individuals who enroll in an AmeriCorps position in a program that has been approved by the Corporation are eligible to receive AmeriCorps member benefits. Except as required by Federal Work Study regulations, AmeriCorps members may not be paid on an hourly basis. The Corporation does not consider a wage under the Federal Work Study program to be a living allowance for purposes of the National and Community Service Act. The grantee is not required to report such wages in the AmeriCorps grant. If you have members to whom you pay a living allowance for any service beyond the hours worked under the Federal Work Study Program, then at least 15% of the amount of the living allowance must be provided from non-Federal sources.

J. POST-SERVICE EDUCATION AWARDS

In order for a member to receive a post-service education award from the National Service Trust, the grantee must certify to the National Service Trust that the member is eligible to receive the education benefit. The grantee must notify the National Service Trust on a form provided by the Corporation (electronic submission via WBRs suffices) when it enrolls a member for a term of service, when the member completes the term, and whenever there is a change in the member's status during the term (e.g., release for compelling circumstances or suspension).

A member may receive a post-service education award only for the first two terms of service. For example, one full-time and one half-time term of service count as two terms. If a member is released for reasons other than misconduct prior to completing 15% of a term of service, that term does not count as one of the two terms for which an education award may be provided. No Corporation or other federal funds may be used to provide member support costs for a third or subsequent term of service in an AmeriCorps*State or National Program.

In order to receive a full education award, a member must perform the minimum hours of service as required by the Corporation and successfully complete the program requirements as defined by the Program. For example, if successful completion of a full-time program requires 1,800 service hours, members in that particular program are not eligible for an education award simply upon completion of 1,700 hours. If a member is released from a Program for compelling personal circumstances, the member is eligible for a pro-rated education award based on the number of hours served, if it is at least 15% of the total required hours. Questions regarding authorized uses of the education award should be directed to the Corporation's National Service Trust Office.

The grantee (and any individual or entity acting on behalf of the grantee) is responsible for the accuracy of the information certified on the end-of-term certification. ***Penalties for false information:*** Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

K. MATCHING REQUIREMENTS

See 45 CFR §§2521.35 – 2529.95 for the AmeriCorps matching requirements. Grantees must also refer to OMB Circulars A-21, A-87, A-122 and A-102 [and its implementation regulation (45 CFR §2543) or A-110 (45 CFR §2541)], as applicable, for additional requirements related to allowable kinds and sources of match and match documentation requirements.

- 1. Exception for Donated Professional Service.** Because the purpose of this grant is to enable and stimulate volunteer community service, the grantee may not include the value of direct community service performed by volunteers. However, the grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, training of staff and AmeriCorps Programs.

L. MEMBER RECORDS AND CONFIDENTIALITY

- 1. Record-Keeping.** The grantee must maintain records specified in the Financial Management Standards (Section B) of the General Provisions below that document each member's eligibility to serve pursuant to the member eligibility requirements in the definitions section of these provisions. The records must be sufficient to establish that the individual was eligible to participate in the program and that the member successfully completed the program requirements.
- 2. Verification.** To verify U.S. citizenship, U.S. national status, or U.S. lawful permanent resident alien status, the grantee must obtain and maintain documentation as required by 45 CFR §2522.200(c). The Corporation does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

To verify whether the member meets the requirements relating to high-school education, the grantee must obtain from the member, and maintain in the member's file, a written declaration under penalty of law that the member meets the requirements of these provisions relating to high school education as required by 45 CFR §2522.200(b). If the member has been determined to be incapable of obtaining a high school diploma or its equivalent, the grantee must retain a copy of the supporting independent evaluation.

- 3. Confidential Member Information.** The grantee must maintain the confidentiality of information regarding individual members. The grantee must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes.

Parental or legal guardian consent must be obtained for members under 18 years of age. Grantees may include an informed consent form as part of the member contract materials that are signed at the time the member enrolls. Grantees may release aggregate and other non-identifying information, and are required to release member information

to the Corporation and its designated contractors. The grantee must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this grant.

M. BUDGET AND PROGRAMMATIC CHANGES

- 1. Programmatic Changes.** The State Commission or Parent Organization must first obtain the prior written approval of the AmeriCorps Program Office before making the following changes in the approved Program:
 - a. Changes in the scope, objectives or goals of the Program, whether or not they involve budgetary changes;
 - b. Substantial changes in the level of participant supervision;
 - c. Entering into additional sub-grants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.

Programmatic changes require final approval of the Corporation's Office of Grants Management (see M.4. below).

- 2. Program Changes for Formula Programs.** State Commissions are responsible for approving the above changes for state formula programs.
- 3. Budgetary Changes.** The grantee must obtain the prior written approval of the Corporation's Office of Grants Management before deviating from the approved budget in any of the following ways:
 - a. Reallocation of Funds from the "Member Support Cost"** category to other categories of the approved budget. However, the grantee may reallocate funds within the line items in this category, except for increases in health care cost per member, which must be approved. The specific line items covered by this sub-clause are:
 - i. Living allowance,
 - ii. FICA, worker's compensation, and unemployment insurance and
 - iii. Health care (or alternative health care).
 - b. Specific Costs Requiring Prior Approval before Incurrence** under OMB Circulars A-21, A-87 or 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.
 - c. Purchases of Equipment over \$5,000** using grant funds, unless specified in the approved application and budget.
 - d. Unless the Corporation share of the award is \$100,000 or less**, changes to cumulative budget line items that amount to 10 per cent or more of the total program budget must be approved in writing in advance by the Corporation. The total program budget includes both the Corporation and grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total program budget.

- 4. Approvals of Programmatic and Budget Changes.** The Corporation’s Grants Officers are the only officials who have the authority to change the requirements of the grant. The Grants Officers will execute written amendments, and grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.

N. REPORTING REQUIREMENTS

- 1. Financial Status and Progress Reports.** Progress and Financial Status reporting requirements in these Provisions apply only to the grantee; a Sub-Grantee should not submit Financial Status Reports (FSRs) to the Corporation. Rather, each Grantee must set its own Sub-Grantee reporting requirements consistent with its need for timely and accurate reports. Grantees are required to review, analyze, and follow up on progress and financial status reports they receive from AmeriCorps sub-grantees or operating sites. Each grantee must submit Progress and Financial Status Reports by the required due dates.

Requests for extensions of reporting deadlines will be granted when 1) the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the grantee and 2) the Corporation receives a request explaining the need for an extension before the due date of the report.

Extensions of deadlines for FSRs (SF 269a) may only be granted by the Office of Grants Management, and extensions of deadlines for Progress Reports may only be granted by the AmeriCorps Program Office.

- a. **Financial Status Reports.** The grantee shall submit semi-annual cumulative financial status reports, summarizing expenditures during the reporting period using eGrants (on the menu tree, click ‘Financial Status Reports’). Financial Status Report deadlines are as follows:

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of grant through March 31
October 31	April 1 – September 30

A grantee must set its own submission deadlines for its respective sub-grantees.

- b. **Progress Reports.**
- i. **Reporting Dates for National Direct Parent Organizations.** A grantee Progress Report (“GPR”) must be submitted on the first Monday in December of each year for the period from the start of the program year through September 30. This report is to be submitted electronically through eGrants. The report will require the grantee’s analysis of the AmeriCorps grants it administers. This includes reporting on the operating sites that have completed their program year by the reporting

end date, as well as the progress to date for operating sites still in operation for that project period.

- c. **Reporting Dates for State Commissions, Tribes, and Territories.** An annual grantee Progress Report (“GPR”) is due in eGrants on the first Monday in December of each year for the period from the start of the program year through September 30. The report will require the grantee’s analysis of the AmeriCorps grants it administers. This includes reporting on sub-grantees that have completed their program year by the reporting end date and the progress to date for those sub-grantees still in operation for that project period.
- d. **Final Financial Status Reports.** A grantee completing the final year of its grant must submit, in lieu of the last semi-annual FSR, a final FSR that is due within 90 days after the end of the grant.

Note: Sub-grantee Financial Status and Progress Reports. The Corporation expects each grantee to set its own Sub-grantee reporting requirements. Grantees are responsible for monitoring sub-grantee activities and training needs, tracking progress toward objectives, and identifying programmatic and/or financial challenges. Sub-grantees must adhere to the reporting requirements outlined and communicated by its grantee for the program year.

- 2. **AmeriCorps Member-Related Forms.** The grantee is required to submit the following documents to the National Service Trust at the Corporation on forms provided by the Corporation. Grantees and sub-grantees may use WBRS to submit these forms electronically. Programs using WBRS must also maintain hard copies of the forms.
 - a. **Enrollment Forms.** Enrollment forms must be submitted no later than 30 days after a member is enrolled.
 - b. **Change of Status Forms.** Member Change of Status Forms must be submitted no later than 30 days after a member’s status is changed. By forwarding Member Change of Status Forms to the Corporation, State Commissions and Parent Organizations signal their approval of the change.
 - c. **Exit/End-of-Term-of-Service Forms.** Member Exit/End-of-Term-of-Service Forms must be submitted no later than 30 days after a member exits the program or finishes his/her term of service.
- 3. **Benefit Provider Documentation.** Programs are responsible for contacting applicable benefit providers immediately when a change of status affects the eligibility of a member or when a member leaves the program early.

O. GRANT PERIOD AND INCREMENTAL FUNDING

For the purpose of the grant, a project period is the complete length of time the grantee is proposed to be funded to complete approved activities under the grant. A project period may

contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a grantee's approved activities and budget.

Unless otherwise specified, the grant covers a three-year project period. In approving a multi-year project period, the Corporation makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance and the availability of funds. The project period and the budget period are noted on the award document.

V. GENERAL PROVISIONS

A. RESPONSIBILITIES UNDER GRANT ADMINISTRATION

- 1. Accountability of Grantee.** The grantee has full fiscal and programmatic responsibility for managing all aspects of the grant and grant-supported activities, subject to the oversight of the Corporation. The grantee is accountable to the Corporation for its operation of the AmeriCorps Program and the use of Corporation grant funds. The grantee must expend grant funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the grant. 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 mean that the responsibility for operating decisions has shifted to the Corporation.
- 2. Notice to Corporation.** The grantee will notify the appropriate 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.
- 3. 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, at the program or at a sub-grantee.

B. FINANCIAL MANAGEMENT STANDARDS

- 1. 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. The systems must be able to identify costs by programmatic 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§2543) or A-110 and its implementing regulations (45 CFR§2541), as applicable.

2. **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 federal funds.
3. **Audits.** Grantee organizations that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year 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 subrecipients: (1) identify the Federal award and funding source; (2) advise subrecipients 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.

4. **Consultant Services.** Payments to individuals for consultant services under this grant will not exceed \$540.00 per day (exclusive of any indirect expenses, travel, supplies and so on).

C. ADMINISTRATIVE COSTS

Administrative Costs are defined in 45 CFR§2510.20. In addition, the limits on administrative costs are included in 45 CFR§2521.95.

D. PROGRAM INCOME

1. **General.** Income earned as a direct result of the Program's activities during the award period may be retained by the Grantee and used to finance the non-Corporation share of the Program.
2. **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 members when:

- a. The service benefits a for-profit entity;
- b. The service falls within the other prohibited Program activities set forth in these Grant Provisions; or
- c. The service violates the non-displacement Provisions of the Act set forth in these Grant Provisions.

E. RETENTION OF RECORDS

The grantee must retain and make available all financial records, supporting documentation, statistical records, evaluation and program performance data, member information and personnel records, for 3 years from the date of the submission of the final Financial Status Report (SF 269A). If an audit is started prior to the expiration of the 3-year period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

F. LIABILITY AND SAFETY ISSUES

- 1. Liability Insurance Coverage.** The grantee must have adequate liability insurance coverage for the organization, employees and members, including coverage of members engaged in on-and off-site project activities.
- 2. Member Safety.** The grantee must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

G. NON-DISCRIMINATION

- 1. Assurances.** The grantee must assure that its programs or activities, including those of its sub-grantees, 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 sub-grantees. The U.S. Government shall have the right to seek judicial enforcement of these assurances.
- 2. Discrimination Prohibited.** A person, including a member, a community beneficiary, or Program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, disability, or religion (except as noted below) 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 already employed by the grantee on the date the Corporation grant was awarded.

This prohibition against discrimination includes, but is not limited to:

- a. Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
 - b. Providing an opportunity which is different or provided differently;
 - c. Denying an opportunity to participate as a member of a planning or advisory body integral to the program;
 - d. Segregating or subjecting a person to separate treatment;
 - e. 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;
 - f. Denying a qualified disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;
 - g. Restricting a person's enjoyment of an advantage or privilege enjoyed by others;
 - h. Providing different or separate aid, benefits, or services to disabled persons unless necessary in order to provide them as effectively as provided to others;
 - i. Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
 - j. 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;
 - k. 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;
 - l. 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
 - m. Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities. The Corporation's updated policy statements "Grantees Civil Rights Policy" and its "Civil Rights Harassment Policy" which include additional discrimination prohibitions are attached and incorporated herein.
- 3. Public Notice of Nondiscrimination.** The grantee must notify members, community beneficiaries, applicants, Program staff, and the public, including those with impaired vision or hearing, that it operates its program or 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 and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

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

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

The grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member contracts, 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.

- 4. 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 sub-grantees, the sub-grantees 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. At a minimum, the grantee should have available racial, ethnic, sex, and disability data regarding members/applicants, service recipients/applicants and Program staff/applicants. This data should be sufficient to measure the distribution of benefits to the eligible population and evaluate the services provided to the different segments of the population being served. Data on members and Program staff should be gathered, on a voluntary basis, directly from the individuals. Data on service recipients may be gathered,

estimated, or based on census or other statistics. Racial and ethnic data should be gathered for the following categories:

- a. Hispanic/Latino/Spanish culture or origin or non-Hispanic/Latino/Spanish culture or origin (one or the other) and one or more of the following:
- b. American Indian or Alaska Native
- c. Asian
- d. Black or African American
- e. Native Hawaiian or Other Pacific Islander
- f. White

5. 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, members, facilities, and other sources of information as may be needed to determine compliance.

6. 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 Equal Opportunity Office. 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 members 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 review authority over the investigation and disposition of all discrimination complaints.

- 7. 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 Equal Employment Opportunity Office, 1201 New York Avenue, NW, Washington, D.C. 20525, (202) 606-7503; (202) 606-3472 (TTY); (202) 565-2816 (FAX); or eo@cns.gov (e-mail).

- 8. 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.

H. 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 also 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 AmeriCorps grantees that become aware of suspected criminal activity in connection with the AmeriCorps 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. Following notification to OIG, grantees should also inform the respective program and grants officers of the facts and circumstances surrounding these incidents.

I. OWNERSHIP AND SHARING OF GRANT PRODUCTS

- 1. Ownership.** Unless otherwise specified, the grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the grant. However, the grantee may not sell any work that includes an AmeriCorps logo without prior written approval from the Corporation.
- 2. Corporation Use.** The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.
- 3. Sharing Grant Products.** To the extent practical, the grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.

J. PUBLICATIONS

- 1. Acknowledgment of Support.** Publications created by members may include an AmeriCorps 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 AmeriCorps 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 or the AmeriCorps Program.”

- 2. Materials Provided to Corporation.** The grantee is responsible for assuring that two copies of any such material are sent to the Corporation’s Office of Public Affairs and Program Office.

K. SUSPENSION OR TERMINATION OF GRANT

Regulations related to the Corporation’s authority to suspend or terminate this grant are contained in **45 CFR§2540.400**. In addition, Grantees may suspend or terminate assistance to one of their sub-grantees, provided that such action affords the sub-grantee, at a minimum, the notice and hearing rights described in **45 CFR§2540.400**.

VI. ATTACHMENTS

- 1. Civil Rights Non-Harassment Policy**
- 2. Grant Program Civil Rights Policy**



Civil Rights Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect, without regard to race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable, will not be tolerated and, if found, will be subject to immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing, and abusive comments or actions that intimidate.

CNCS does not tolerate harassment from anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project or site employee or supervisor; a non-employee (e.g., client); a co-worker, or service member. Conduct directed at one person in the workplace may create an offensive environment for co-workers.

I expect CNCS supervisory and management personnel, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any employee who violates this policy or asserts a false claim of harassment with a malicious intent will be subject to appropriate discipline, up to and including termination.

Any CNCS employee, former employee, or applicant for employment who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness), should raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), go@cns.gov, or through www.nationalservice.gov.

Any employee who experiences or witnesses harassment in the workplace may make a report to Andrew Wasilisin, Director, Workforce Relations and Communications in accordance with CNCS Policy #OHC-06-001, "Anti-Harassment Policy and Procedures."

In addition, we encourage everyone to consider our Alternate Dispute Resolution (ADR) Program as an informal way to resolve workplace conflicts. If you are interested in learning more about our ADR program, please contact John Rodgers at (202) 606-6646 or jroddgers@cns.gov

10/01/2007
Date


David Eisner, Chief Executive Officer



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Grant Program Civil Rights Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect, without regard to race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals or organizations, are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment from anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of noncompliance and administrative procedures that may result in termination of federal financial assistance from CNCS and all other federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI, and if another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

10/01/2007

Date



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