

**AMERICORPS EDUCATION AWARD PROGRAM  
2005 and 2006 GRANT PROVISIONS**

**Action: Revised Provisions as of February 9, 2007**

**Effective: Retroactively on all 2005 and 2006 Education Award Program grants.**

**The Corporation for National and Community Service's 2005 and 2006 EAP Provisions are re-issued in their entirety and apply retroactively to all 2005 and 2006 EAP grants. Re-issuance is necessary to correct errors and omissions in the 2005 and/or 2006 Provisions. Retroactive applicability is appropriate since the corrections make the Provisions consistent with established law and regulation, and associated policies of the Corporation for National and Community Service. Re-issued 2005/2006 Provisions apply to all 2005 and 2006 EAP grants for the entire period of the grant, unless otherwise indicated herein.**

**These AmeriCorps Education Award Program (EAP) Provisions are binding on the Grantee.** By accepting funds under this grant, the grantee agrees to comply with the AmeriCorps Education Award 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 or other agreements with organizations carrying out activities under the award 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, sub-grantee, or other organization carrying out activities under this award.

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**I. CHANGES TO THE 2005 and 2006 AMERICORPS EDUCATION AWARD PROGRAM (EAP) PROVISIONS**

**The following sub-sections have been added to both 2005 and 2006 EAP Provisions:**

Section IV. D. VOTER REGISTRATION

Section IV. G. CHANGES IN MEMBER STATUS

2.b. Changing Slot Types (unfilled positions). Effective 11/13/06, a change in the slot type cannot increase the amount of the education award.

Section V. K. FIXED AMOUNT AWARD

**The following sub-section has been added to the 2006 EAP Provisions:**

Section IV. O. REPORTING REQUIREMENTS, 4. Site Information Profiles (SIPs)

**The following sub-sections have been deleted from both 2005 and 2006 EAP Provisions:**

Section IV. E. TRAINING, SUPERVISION AND SUPPORT – Performance Reviews

Section IV.G. CHANGES IN MEMBER STATUS (effective 11/13/06):

2. Changing Slot Types – Prior approval if the total number of slots authorized is increased.
4. Notice to Childcare and Health Care Providers – childcare and healthcare are not required for the Ed Award program. All references to childcare and health care requirements have been deleted.

Section IV. I. MINOR DISCIPLINARY ACTIONS:

1. Temporary Suspension of Service – references to living allowance during a suspension period have been deleted.
2. Fines - the calculation of fines has been deleted.

Section IV. J. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES:

1. Living Allowance Distribution. The requirements to distribute a living allowance and the references to how the distribution should be performed have been deleted.
2. Waiving the Living Allowance. References to lump sum payments of the living allowance have been deleted.
6. Federal Work Study. The requirement to report federal work study wages in the grant and the requirement to pay members with non-federal funds for service beyond the hours worked under this program has been deleted.

Section IV. J. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES: Since Ed Award programs are not required to provide health and childcare benefits to its members, the following sub-sections were deleted:

Health Care Coverage

Childcare

Administration of Child Care Payments

Section IV. O. REPORTING REQUIREMENTS – Final Project Report

Section IV. O. REPORTING REQUIREMENTS – Benefit Provider Documentation

**The following sub-sections have been revised for both the 2005 and 2006 EAP Provisions:**

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

1. Identification as an AmeriCorps Program or Member – Changed from “must” to “strongly encouraged, but is not required.”
2. The AmeriCorps Name and Logo - Changed from “must” to “strongly encouraged, but is not required.”

Section IV. E. TRAINING, SUPERVISION AND SUPPORT:

6. Jury Duty – Clarified the language related to paying the living allowance and providing health care and childcare coverage for members during jury duty.
8. Armed Forces Reserves – Changed from “Grantees should continue to pay the living allowance and provide health care and childcare coverage...” to “If the Grantee provides the member with a living allowance and other benefits...”

Section IV. G. CHANGES IN MEMBER STATUS (effective 11/13/06):

1. Changing Slot Types – Prior approval changed from “Corporation’s Office of Grants Management” to “Corporation’s AmeriCorps Program Office.”

Section IV. O. REPORTING REQUIREMENTS

1. Program Progress Reports – changed the requirement to submit reports in “eGrants” to submit reports in “WBRs.”

Section V. D. RETENTION OF RECORDS – Changed from “for 3 years from the date of the submission of the final Financial Status Report” to “for 3 years from the date of the submission of the applicable final closeout documents.”

## **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 C.F.R. 2510 *et seq.* Grantees must comply with the requirements of the Act and its implementing regulations.

## **III. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS**

Grantees must also comply with the applicable federal administrative requirements, and audit requirements incorporated by reference as follows:

### **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:

1. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments -- 45 C.F.R. 2541.2
2. 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:

1. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543
2. 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:

1. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543
2. 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 C.F.R. Parts 2541 and 2543.

## **E. 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. EAP 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 (42U.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.

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

## **B. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK.**

- 1. Identification as an AmeriCorps Program or Member.** The grantee is strongly encouraged, but is not required to 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 is strongly encouraged, but not required to 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.
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, conferences and national service days.

### C. MEMBER ENROLLMENT.

Member recruitment, selection and enrollment requirements are in the Corporation's regulations at 45 C.F.R. 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 WBRIS.
  - 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](mailto:JAN@jan.icdi.wvu.edu), or website at <http://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 C.F.R. 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 Background Checks.** Programs with members (18 and over) or grant-funded employees who, on a recurring basis, have access to children (usually defined under state or local law as un-emancipated minors under the age of 18) or to individuals considered vulnerable by the program (i.e. the elderly or individuals who are either physically or mentally disabled), shall, to the extent permitted by state and local law, conduct criminal background checks on these members or employees as part of the overall screening process.

The grantee must ensure, to the extent permitted by state or local law, that it maintains background check documentation for members and employees covered by this provision in the member or employee’s file or other appropriate file. The documentation must demonstrate that, in selecting or placing an individual, the grantee or the grantee’s designee (such as a site sponsor) reviewed and considered the background check’s results.

- 8. 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. VOTER REGISTRATION**

- 1. 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.
- 2. Voter Registration Activities Prohibited.** In addition to the prohibited activities listed in 45 C.F.R. 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.

#### **E. 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;



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.

If the Grantee provides the member with a living allowance and other benefits, the member should continue to receive these benefits during the two-week period of active duty.

## **F. 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.

## **G. 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,
- b. An increase in the number of slots in the grant, or
- c. A change in 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 with prior approval from the Corporation's AmeriCorps Program Office 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 and forward it to the Corporation for approval.

- 3. Changing a Term of Service (filled positions).** Changes in terms of service may not result in an increased number of slots or 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. 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. 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 15 percent of his/her term. Any member who fails to reach this threshold is not eligible for any portion of an 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.

## **H. RELEASE FROM PARTICIPATION.**

Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 C.F.R. §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.

#### **I. 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.
- 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.

#### **J. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES.**

- 1. Living Allowance Distribution.** AmeriCorps Education Awards programs may provide living allowance or other in-service benefits to their members but are not required to do so.
- 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 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.

### 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. **Family and Medical Leave.** The Corporation's Regulations at 45 C.F.R. §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.

- 6. 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.

#### **K. 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 WBRSS 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.

## L. MATCHING REQUIREMENTS.

There are no match requirements under the AmeriCorps Education Awards Program.

## M. 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 C.F.R. §2522.200(b) and (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. 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.

## N. PROGRAMMATIC CHANGES.

- 1. Programmatic Changes.** The State Commission or Parent Organization must 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.

**2. 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.

## **O. REPORTING REQUIREMENTS.**

- 1. Program Progress Reports.** Each grantee must submit an annual Progress Report due to the Corporation by the first Monday in December. This report is to be submitted electronically through the Corporation's on-line web-based reporting system (WBRS).
- 2. Financial Reporting.** Because this is a fixed amount grant award, the Financial Status Report (SF-269A) is not required. However, the Federal Cash Transactions Report (SF-272) must be submitted on a quarterly basis to the Department of Health and Human Services Payment Management System per the Electronic Funds Transfer Agreement.
- 3. 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.
- 4. Site Information Profiles (SIPs).** Each grantee must complete a SIP in WBRS for each of their service sites by the first Monday in December of each year.

## **P. 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. EAP 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. Time and Attendance Records.** 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 by both the member and by an individual with oversight responsibilities for the member. The Corporation requires tracking member activities on time-logs along with service/training hours for parochial school placements.
- 2. 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.

## **C. PROJECT 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 the Regulations; or
  - c. The service violates the non-displacement provisions of the act set forth in the Regulations.

## **D. 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 applicable final closeout documents. 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.

## **E. 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.

## **F. 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) 606-2799 (TTY)  
(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 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.

## **G. 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@cnsoug.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.

## **H. 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.

## **I. 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.

## **J. SUSPENSION OR TERMINATION OF GRANT.**

Regulations related to the Corporation’s authority to suspend or terminate this grant are contained in 45 C.F.R. §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 C.F.R. §2540.400.

**K. FIXED AMOUNT AWARD.**

Education Award Program awards are for fixed amounts and are not subject to the Federal Cost Principles. The fixed amount is based on the approved number of members and is funded at the amount per full-time equivalent member specified in the award.

The award is dependent upon the grantee's performance under the terms and conditions of the award. These include properly enrolling the number of members as specified in the award to carry out the activities and to achieve the specific project objectives as approved by the Corporation. Failure to enroll the number of members approved in the grant award may result in a reduction of the amount of the grant.



## Civil Rights Non-Harassment Policy

The Corporation for National and Community Service (CNCS) is committed to treating all persons with dignity and respect, regardless of non-merit factors such as race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service; and free of sexual, racial, ethnic, religious or other harassment. Whether in CNCS offices or campuses, in other work-related settings such as training sessions or service sites, or at work-related social events, such harassment is unacceptable and will not be tolerated.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion or any other basis constitute harassment when it has the purpose or effect to interfere with work performance or create 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.

Harassment may be by persons of the same or different races, sexes, religions, or ethnic origins. It may be carried out by 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 another 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 appropriate action to prevent or end it. 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) 606-2799 (TDD), mailto: [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.gov](http://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 addition, we encourage everyone to consider our Alternate Dispute Resolution (ADR) Program as an informal way to resolve workplace conflicts. Our ADR contractor may be reached at (202) 265-9572, ext. 1328 (voice) or mail to [jodieovca@aol.com](mailto:jodieovca@aol.com).

May 25, 2005  
Date

signature on file  
David Eisner, Chief Executive Officer



1201 New York Avenue N.W. ★ Washington, DC 20525  
202-606-5000 ★ [www.nationalservice.org](http://www.nationalservice.org)  
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Freedom Corps  
The President's Call to Service



## Grant Program Civil Rights Policy

The Corporation for National and Community Service (CNCS) is committed to treating all persons with dignity and respect, without regard to non-merit factors such as race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service; and free of sexual, racial, national origin, religious or other 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 and will not be tolerated.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion or any other basis constitute harassment when it has the purpose or effect to interfere with service performance or create 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.

Harassment may be by persons of the same or different races, sexes, religions, or ethnic origins. It may be carried out by 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 appropriate action to prevent or end it. 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) 565-2799 (TDD), mail to: [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.gov](http://www.nationalservice.gov).

May 25, 2005  
Date

signature on file  
David Eisner, Chief Executive Officer