

Key Changes to the 2003 AmeriCorps Education Awards Program Provisions

Section A – Definitions

The following definitions have been added:

- Community Beneficiaries
- End-Outcome Indicators
- Evaluation
- Faith-Based Organizations
- Intermediate-Outcome Indicators
- Output Indicators
- Performance Measures

Section 2 – Affiliation with the AmeriCorps National Service Network

Language has been added to clarify that a grantee may not use or display the AmeriCorps logo in connection with any prohibited activity.

Section 5 – Fundraising

- (a) Approved Member Activities – Revisions to existing language to clarify the allowable member activities related to fundraising.
- (b) Prohibited Member Activities – Guidance added regarding prohibited member activities related to fundraising.

Section 6 – Member Eligibility, Recruitment and Selection

- (a) Eligibility to Enroll – has been updated to reflect a reference to the current definition of a member
- (d) Reasonable Accommodation – has been updated to reflect the change in the federal office overseeing reasonable accommodation issues. Issues should now be addressed to the U.S. Department of Labor, Office of Disability Employment Policy.

Section 8 – Terms of Service

- (c) Notice to the Corporation's National Service Trust – has been updated to include the requirement that the grantee notify the Trust within 30 days of entering into a commitment with an individual to serve in an AmeriCorps program.
- (d) Member Enrollment Procedures – have been added to clarify the commitment and enrollment process.
- (e) Changing Member Status – has revised to provide additional guidance regarding changing member slot types or members' terms of service.

Section 11 – Living Allowances, Other In-Service Benefits and Taxes

- (a) Living Allowances – has been added to clarify that AmeriCorps Education Awards Programs may provide living allowance but are not required to do so.

Section 14 – Member Records and Confidentiality

- (b) Verification – has been revised regarding member eligibility documentation.

Section 16 – Reporting Requirements

- (a) Program Progress Reports - Annual Progress Reports are now due the first Monday of December.

Section 18 – Performance Measurement and Evaluation

This section replaces Section 35, Evaluation, which has been deleted and provides guidance on the basic requirements for performance measurement.

Section 32 – The Office of the Inspector General

This section has been added to provide guidance on the role of the Office of Inspector General.

AmeriCorps Education Award Program Provisions

The 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 and all applicable federal statutes, regulations and guidelines. The grantee agrees to operate/administer 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 subgrants 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.

A. DEFINITIONS

B. EAP SPECIAL PROVISIONS

1. Purposes of the Award
2. AmeriCorps Affiliation
3. Local and State Consultation
4. Prohibited Program Activities
5. Fund Raising
6. Member Eligibility, Recruitment and Selection
7. Member Training, Supervision and Support
8. Terms of Service
9. Release from Participation
10. Minor Disciplinary Actions
11. Living Allowances, In-Service Benefits and Taxes
12. Post-service Education Awards
13. Matching Requirements
14. Member Records and Confidentiality
15. Programmatic Changes
16. Reporting Requirements
17. Grant Period and Incremental Funding
18. Performance Measurement and Evaluation

C. EAP GENERAL PROVISIONS

19. Legislative and Regulatory Authority
20. Other Applicable Statutory and Administrative Provisions
21. Responsibilities under Grant Administration
22. Financial Management Provisions
23. Equipment and Supplies Costs
24. Project Income
25. Payments under the Award
26. Retention of Records
27. Site Visits
28. Liability and Safety Issues
29. Drug-Free Workplace
30. Non-discrimination
31. Supplementation, Non-duplication and Non-displacement
32. Office of the Inspector General
33. Grievance Procedure
34. Ownership and Sharing of the Award Products

35. Publications
36. Suspension or Termination of the Award
37. Fixed Amount Award
38. State Education Awards Program Plan
39. Order of Precedence

A. DEFINITIONS

For purposes of this grant the following definitions apply:

1. **Act** means the National and Community Service Act of 1990, as amended (42 U.S.C. 12501 *et seq.*)
2. **AmeriCorps National Service Network** means AmeriCorps*State, AmeriCorps*National, AmeriCorps*Education Awards Programs, 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.*).
3. **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.
4. **Community Beneficiaries** refer to those persons who receive services or benefits from a program, but are not AmeriCorps members or staff.
5. **Corporation** means the Corporation for National and Community Service established under section 191 of the act (42 U.S.C. 12651).
6. **Education Award** means an award provided to a member who has successfully completed a required term of service in an approved national service position and who otherwise meets the eligibility criteria in the act. An education award may be used: (1) to repay qualified student loans, as defined in the act; (2) toward the cost of attendance at an institution of higher education, as those terms are defined in the act; and (3) toward expenses incurred in participating in school-to-work programs approved by the Secretaries of Labor and Education.
7. **End-Outcome Indicators** specify changes that have occurred in the lives of the community beneficiaries and/or members that are significant and lasting. These are actual impacts, benefits or changes for participants during or after a program.
8. **Evaluation** uses scientifically-based research methods to systematically investigate, on a periodic basis, the effectiveness of AmeriCorps Programs by comparing the observed program outcomes with what would have happened in the absence of the program.
9. **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 shows 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 faith-based or religious organizations; or
 - e. Collaborations of organizations led by an organization from the previously described categories, or of which half or more of the members are from the previously described categories.
10. **Grantee**, for the purposes of this agreement, means the direct recipient or the subrecipient/site of this grant. The term sub-grantee shall be substituted for the term grantee where appropriate. The grantee is legally accountable to the Corporation for the use of grant funds and is bound by the provisions of the grant.
11. **Indian Tribe** means a federally-recognized Indian tribe, band, nation, or other recognized group or community, including any Native village, regional corporation, or village corporation, as defined under the

Alaska Native Claims Settlement Act (43 U.S.C. 1602), that the United States Government determines is eligible for special programs and services provided under federal law to Indians because of their status as Indians. An Indian tribe also includes any tribal organization controlled, sanctioned, or chartered by one of the entities described above.

12. Intermediate-Outcome Indicators specify changes that have occurred in the lives of community beneficiaries and/or members, but are not necessarily of lasting benefit for them. They are observable and measurable indications of whether or not a program is making progress.

13. 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;
- d. 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 (provided that the Corporation's AmeriCorps Program Office has waived the education attainment requirement for the individual).

14. National Service Trust is the account established in the U.S. Department of the Treasury under the act (42 U.S.C. 12601) for the purpose of holding and making payments of education awards and other education benefits to AmeriCorps members.

15. OMB means the U.S. Office of Management and Budget.

16. Out-Of-School Youth means youth age 16 and older who have either dropped out or otherwise have no permanent affiliation with a secondary school. This definition does not include individuals who are in between school years and fully intend to return to school in the fall.

17. Output Indicators are the amount or units of service that members or volunteers have completed, or the number of community beneficiaries the program has served. Output indicators do not provide information on benefits or other changes in the lives of members and/or community beneficiaries.

18. Parent Organization means a grantee that is responsible for implementing and managing an AmeriCorps Education Award Program.

19. Performance Measures are indicators intended to help a grantee measure the results of an AmeriCorps program's activities on community beneficiaries and participants. Performance measures are based on outputs, intermediate outcomes, and end outcomes.

20. Program means a national service program, described in the act (42 U.S.C. 12572(a)), carried out by the grantee through funds awarded by the Corporation and in accordance with federal requirements and the provisions of this grant.

- 21. Project** means an activity or set of activities carried out under a program that results in a specific, identifiable community service or improvement:
- a. That otherwise would not have been made with existing funds; and
 - b. That does not duplicate the routine services or functions of the organization to which the members are assigned.
- 22. Project Sponsor** means an organization or other entity that has been selected to provide a national service position for a member.
- 23. Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.
- 24. Site Agreement** means a written agreement covering roles and responsibilities between the Parent Organization and each Project Sponsor where members will be performing service pursuant to the grant.
- 25. State Commission** means the Commission on National and Community Service established by a state pursuant to the act (42 U.S.C. 12638), including an authorized alternative administrative entity, to administer the state's national service plan and national service programs and to perform such other duties prescribed by 45 C.F.R. 2550.80.
- 26. Sub-Grantee** means an organization receiving AmeriCorps grant funds from a grantee of the Corporation.

B. EAP SPECIAL PROVISIONS

1. PURPOSES OF THE GRANT.

The general purposes of this grant are "Getting Things Done" in communities, strengthening the ties that bind communities together, and developing the citizenship and skills of AmeriCorps members. Activities funded through this grant must help engage Americans of all backgrounds as members in community-based service that provides a direct and demonstrable benefit that is valued by the community. Service activities must result in a specific identifiable service or improvement that otherwise would not be provided with existing funds or volunteers and that does not duplicate the routine functions of workers or displace paid employees.

2. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK.

- a. **Identification as an AmeriCorps Program or Member.** The grantee is strongly encouraged, but is not required, to identify the program as an AmeriCorps program.
- b. **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 is 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 may use the phrase "The AmeriCorps National Service Network" or "an AmeriCorps Program" and may use the slogan "Getting Things Done"TM on such materials. If used, they must be used 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:

- i. Using the AmeriCorps name or logo on materials that will be sold, or
- ii. 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.

- c. **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. 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.
- d. **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.

3. LOCAL AND STATE CONSULTATION.

- a. **Community Consultation.** The grantee must design, implement and evaluate the funded project with extensive and broad-based community involvement, including consultation with representatives from the community served, members and potential members, community-based organizations (faith-based and secular) with a demonstrated record in providing services, foundations and businesses.
- b. **Labor Union Concurrence.** Prior to the placement of members, the grantee must consult with local labor organizations representing employees of project sponsors or employees in the area to be served by the program. This includes people engaged in the same or similar work as that proposed to be

carried out by the program, and is required to ensure compliance with the non-displacement requirements contained in Clause 30 of these grant provisions.

- c. State Commission Consultation.** In coordination with the Corporation, AmeriCorps Education Award grantees are strongly encouraged to consult on a regular basis with the State Commission of each state in which the program operates. Such communications build upon existing programs throughout the state while avoiding the duplication of efforts in other AmeriCorps programs.

4. PROHIBITED PROGRAM ACTIVITIES.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff (whose salaries are paid for with Corporation funds) and members may not engage in the following activities:

- a.** Attempting to influence legislation.
- b.** Organizing or engaging in protests, petitions, boycotts, or strikes.
- c.** Assisting, promoting or deterring union organizing.
- d.** Impairing existing contracts for services or collective bargaining agreements.
- e.** Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- f.** Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- g.** Engaging in religious instruction, conducting worship services, or engaging in any form of religious proselytization.
- h.** Providing a direct benefit to:
 - i.** A for-profit entity;
 - ii.** A labor union;
 - iii.** A partisan political organization; or
 - iv.** An organization engaged in the religious activities described in the preceding sub-clause, unless grant funds are not used to support the religious activities.
 - v.** A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S. Code Title 26.
- i.** Voter registration drives held by AmeriCorps members are unacceptable service activities. In addition, Corporation funds may not be used to conduct a voter registration drive.
- j.** Other activities that the Corporation determines will be prohibited, upon notice to the grantee.

Individuals may exercise their rights as private citizens and may participate in the above activities on their initiative, on non-AmeriCorps time, and using non-Corporation funds. The AmeriCorps logo should not be worn while doing so.

5. FUND RAISING.

- a. **Approved Member Activities.** Members may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security, or other human needs. Examples of fundraising activities that members may perform include, but are not limited to the following:
 - i. Seeking donations for of books from companies and individuals for a program in which volunteers tutor children to read;
 - ii. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - iii. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - iv. Securing financial resources from the community to assist a faith-based organization in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of the faith-based organization; or
 - v. Seeking donations from alumni of the program for specific service projects being performed by current members.
- b. **Prohibited Member Activities.** A member's service activities may not include the following:
 - i. Raising funds for his or her living allowance or other costs of the AmeriCorps program;
 - ii. Raising funds for an organization's operating expenses or endowment;
 - iii. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service; or
 - iv. Writing grant applications for funding provided by any other federal agencies.

6. ELIGIBILITY, RECRUITMENT, AND SELECTION.

- a. **Eligibility to Enroll.** The grantee may select as AmeriCorps members only those individuals who are eligible to enroll in AmeriCorps. In order to be eligible, an individual must meet the statutory requirements of the definition of a member (see Section A, part 13b-d). The grantee is responsible for obtaining and maintaining adequate documentation to demonstrate the eligibility of members.
- b. **Recruitment.**
 - i. **Community Recruitment.** The grantee must seek to recruit program members from the community in which the project is conducted, as well as members of diverse races, ethnicities, genders, ages, socioeconomic backgrounds, education levels, and mental and physical capabilities, unless and to the extent that the approved program design requires emphasizing the recruitment of staff and members who share a specific characteristic or background. In no case may a grantee violate the non-discrimination and non-displacement rules governing member selection.
 - ii. **National Recruitment.** To supplement local recruitment efforts, the grantee is encouraged to request referrals of eligible individuals through the Corporation's national recruitment database and the various State Commissions' recruitment systems. Grantees may be asked to consider qualified individuals on the database, but will not be required to select anyone. Prospective AmeriCorps members may access the national recruitment database through the Corporation's toll-free number, 1-800-94-ACORP/1-800-942-2677 (voice), 1-800-833-3722 (TDD), or through the Corporation's website at www.nationalservice.org.
- c. **Selection.** The grantee is responsible for establishing the minimum qualifications for membership in the program, selecting members who meet those qualifications, and assigning members to projects that are appropriate to their skill levels. The grantee must select members in a fair, non-partisan, non-political, and non-discriminatory manner; without regard to the member's need for reasonable accommodation of a disability or child care; without displacing paid employees, and in accordance with its approved application. The grantee is encouraged to select members who possess a commitment to the goals of AmeriCorps.
- d. **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.

By far, the vast majority of accommodations are inexpensive. For those limited cases where reasonable accommodations are more costly, there is a limited amount of money available through State Commissions to provide accommodations for service members. By statute, only Subtitle C competitive State and National Direct AmeriCorps programs may use these funds. 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/TDD), 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.

- e. **Level of Participation.** The grantee must seek to enroll the number of full-time and less than full-time members agreed upon in its approved application. Should a program not be renewed, a member who was scheduled to continue in a term of service either may be placed in another program, where feasible, or the member can receive a pro-rated education award if the member has completed at least 15% of the service hour requirement.
- f. **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). Generally, this act will apply only to second term members.

- g. **Parental Consent.** Before enrolling in a program, individuals under eighteen years of age must provide written consent from a parent or legal guardian.
- h. **Criminal Record Checks.** Programs with members or employees who have substantial direct contact with children (as defined by state law) or who perform service in the homes of children or individuals considered vulnerable by the program, shall, to the extent permitted by state and local law, conduct criminal record checks on these members or employees as part of the screening process. This documentation must be consistent with state law.
- i. **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.

7. TRAINING, SUPERVISION AND SUPPORT.

- a. **Site Agreement.** The grantee must ensure that site agreements are executed between the parent organization and the project sponsors where the members will be performing service. The site agreement specifies roles and responsibilities to ensure that the grant provisions and program requirements are met.
- b. **Planning for the Term of Service.** The grantee must develop member position descriptions that provide for direct and meaningful service activities and performance criteria that are appropriate to the skill level of members. Member activities may not include clerical work, research, or fund raising activities unless such activities are incidental to the member's direct service activities. 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.
- c. **Member Contracts.** The grantee must require that members sign contracts that, at a minimum, stipulate the following:
 - i. 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;
 - ii. Acceptable conduct;
 - iii. Prohibited activities, including those specified in these grant provisions;
 - iv. Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq.*);
 - v. Suspension and termination rules;
 - vi. The specific circumstances under which a member may be released for cause;
 - vii. The position description;
 - viii. Grievance procedures; and
 - ix. Other requirements as established by the program.
- d. **Training.** 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 these grant provisions), 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.

- e. **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.
- f. **Limit on Education and Training Activities.** No more than 20% of the aggregate of all AmeriCorps member service hours in a program may be spent in education and training activities without specific written permission from the Corporation's program office.
- g. **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.

- h. Support Services.** The grantee must provide specific support services to members who are school dropouts by assisting them in earning the equivalent of a high school diploma; and to members who are completing a term of service and are making the transition to other education and career opportunities.
- i. 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.
- j. 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.
- k. Member Injury.** The grantee must report any serious injuries to the appropriate Corporation Program Officer immediately.
- l. 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.

8. TERMS OF SERVICE.

- a. 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:
 - i. 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.
 - ii. Half-Time Members.** Half-time members must serve at least 900 hours during a period of not

more than two years.

- iii. **Reduced Half-Time Members.** Reduced half-time members must serve 675 hours over a period not to exceed one year.
- iv. **Quarter-Time Members.** Quarter-time members must serve 450 hours over a period not to exceed one year.
- v. **Minimum-Time Members.** Minimum-time members must serve 300 hours over a period not to exceed one year.

b. Service in a Second Term.

- i. **General.** A grantee is under no obligation to enroll a member for a second or subsequent term of service. In addition, there may be limitations on an individual's eligibility for federally funded member benefits for any term beyond a second term.
- ii. **Satisfactory Performance Review.** To be eligible to serve a second or subsequent term of service, a member must receive a satisfactory performance review for any prior term of service. In any event, members may receive in-service and post-service benefits funded by the Corporation for only the first two terms of service.
- iii. **No Automatic Disqualification if Released for Cause.** A release for cause covers all circumstances in which a member does not successfully complete a 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 in a first term for personal reasons – e.g., he or she has decided to accept a job offer – but who, otherwise, was performing well up until the time he or she decided to leave would not be disqualified for a second term as long as he or she received a satisfactory performance evaluation for the period he served.
- iv. **Required Disclosure by Member for Release for Cause.** Any individual released for cause who thereafter applies to serve in any AmeriCorps program must disclose the fact that he or she was released for cause to the program to which the individual is applying. Failure to disclose that the individual was release for cause from another AmeriCorps program will make that individual ineligible to receive an AmeriCorps education award.

- c. 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, completion of, lengthy or indefinite suspension from, or release from a term of service. Lengthy or indefinite suspension of service is defined as any extended period during which the member is not serving 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 may be directed to (202) 606-5000 ext. 347.

d. Member Enrollment Procedures.

- i. An individual is enrolled as an AmeriCorps member when all of the following have occurred:
 - (a) He or she has signed a member contract;
 - (b) The program has verified the individual's eligibility to serve;
 - (c) The individual has begun a term of service; and
 - (d) The program has approved the member enrollment form in WBRs.
- ii. 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.
- iii. **Member Commitment:** 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.

- iv. **Member Enrollment:** Within 30 calendar days of the member's starting service, the program must complete and approve the enrollment form in WBRIS.
 - v. If a commitment does not result in a member actually being enrolled, the program must cancel the commitment in WBRIS 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 WBRIS.
 - vi. 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.
- e. **Changing Member Status.** Circumstances may arise within a program that necessitates converting full-time members to less than full-time or vice versa. The following distinguishes between converting unfilled AmeriCorps member positions and converting currently enrolled members from their enrolled status. 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 necessitates a change in the number of full-time equivalent positions in the grant, in the number of slots in the grant, or requires an increase or decrease in the funding amount of the grant requires prior written approval from the Corporation's Office of Grants Management.

- i. **Changing Slot Types (Unfilled Positions).** Grantees or sub-grantees may change the type of slots awarded to their program with prior approval from the Office of Grants Management if:
 - (a) The change does not increase the total number of slots authorized in the Notice of Grant Award (e.g., one full-time position may be changed to one half-time or one quarter-time position) and
 - (b) The change does not increase the total FTEs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time).
 To request a change in slot type, the grantee must make a slot correction in WBRIS and forward it to the Corporation for approval.
- ii. **Changing Terms of Service (Filled Positions).** Changes in terms of service may not result in an increased number of slots or FTEs for the program.
 - (a) **Full-time.** Grantees 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 and forwarded to the Corporation within 30 days. This can be accomplished by completing and approving a Change of Status form in WBRIS.
 - (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. Grantees 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 and forwarded to the Corporation within 30 days. This can be accomplished by completing and approving a Change of Status form in WBRIS.

Grantees 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 (e.g., changing a currently enrolled half-time member to a quarter-time member) must be referred to the Corporation for written approval.

9. RELEASE FROM PARTICIPATION.

Grantees may release members from participation for two reasons: (1) for compelling personal circumstances; and (2) for cause in accordance with 45 C.F.R. 2522.230.

- a. Compelling Circumstances.** The grantee is responsible for determining whether a member's personal circumstances are sufficiently compelling to justify release on this basis. If a grantee releases a member for compelling personal circumstances, the grantee may elect either to authorize a pro-rated education award or temporarily to suspend service for up to two years. If a term of service is temporarily suspended, the member will not accrue service hours or receive benefits during this time period. In order to be eligible for a pro-rated education award, a member must have served a minimum of 15% of his or her term of service. If a grantee releases a member on the grounds that an accommodation of a disability would impose an undue burden, the grantee must document its determination and notify the Corporation. Such circumstances are to be considered "compelling" for purposes of this sub-clause. The Corporation for National and Community Service allows each program to decide on a case-by-case basis whether the situation warrants a member receiving a partial award. However, the Corporation's policy is that, generally, the compelling circumstance must be beyond the member's control.

Compelling personal circumstances include those that are beyond the member's control, such as, but not limited to:

- A member's disability or serious illness;
- Disability, serious illness, or death of a member's family member if this makes completing a term unreasonably difficult or impossible; or
- Conditions attributable to the program or otherwise unforeseeable and beyond the member's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible.

Compelling personal circumstances also include those that the Corporation has, for public policy reasons, determined as such, including:

- Military service obligations;
- Acceptance by a member of an opportunity to make the transition from welfare to work; or
- Acceptance of an employment opportunity by a member serving in a program that includes in its approved objectives the promotion of employment among its members.

If a member leaves AmeriCorps service for any of the reasons noted above and the grantee or sub-grantee determines that the member has served at least 15% of his or her service (or 255 hours for full-time service), the member is eligible for a portion of the education award corresponding to the period served.

Compelling personal circumstances do not include leaving a program:

- To enroll in school;
- To obtain employment, other than in moving from a welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its members; or
- Because of dissatisfaction with the program.

If the member resigns for any of these reasons or other reasons that are within his or her control, the individual should receive no portion of the AmeriCorps education award. The member has the primary responsibility for demonstrating that compelling personal circumstances prevent the member from completing the term of service.

Grantees must make these determinations based on these criteria and indicate the reasons for early termination on the End of Term of Service forms.

- b. **For Cause.** A release for cause encompasses any circumstances other than compelling personal circumstances that warrant a member's release from completing a term of service. The grantee may release a member for cause according to the conditions of the Corporation and the member's contract. A grantee must release a member for cause if the member is convicted of a violent felony or the sale or distribution of a controlled substance during a term of service. If the member is charged with a violent felony or the sale or distribution of a controlled substance, or convicted of the possession of a controlled substance, the grantee must suspend the member without any AmeriCorps benefits, including living allowance, and without receiving credit for hours missed. Any member who drops out of a program without obtaining a release for compelling personal circumstances is considered to have been released for cause. A member released for cause may not receive any portion of an education award. A member wrongly released or suspended for cause will receive credit for any service missed and reimbursement for missed living allowances as specified in 45 C.F.R. 2522.230. Members are not eligible to receive any benefits or service hour credit upon release from service for cause.
- c. **Resumption of Service.** Any member whose service was suspended for cause in response to charges of a violent felony or sale or distribution of a controlled substance may resume service if:
 - the member is found not guilty;
 - the charge is dismissed;
 - the member demonstrates enrollment in an approved rehabilitation program after being convicted of a first offense of possession of a controlled substance; or
 - the member demonstrates successful completion of an approved rehabilitation program after being convicted of a second or third offense of possession of a controlled substance.

10. 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.

- a. **Temporary Suspension of Service.** The period of suspension does not count toward a member's required service hours.
- b. **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.

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

- a. **Living Allowances.** AmeriCorps Education Awards Programs may provide living allowance or other in-service benefits to their members but are not required to do so.
- b. **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;
- c. **Taxes and Insurance.**
 - i. **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.
 - ii. **FICA (Social Security and Medicare taxes).** Unless the grantee obtains a ruling from 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 must also withhold 7.65% from the member's living allowance.

- iii. **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.
 - iv. **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 cannot 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. Grantees, other than State Commissions, must coordinate with their State Commissions to determine a consistent state treatment of unemployment insurance requirements. State Commissions must coordinate the determination of the state's legal requirements to pay unemployment insurance for members with the Corporation's General Counsel.
 - v. **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.
- d. **Family and Medical Leave.** AmeriCorps members who have served for at least 12 months and 1250 hours can take family and medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA), provided the sponsoring institution, if non-federal, employs staff of more than 50 people. (See the Corporation's Regulations at 45 C.F.R. 2540.220) Under FMLA, members may take up to 12 weeks of unpaid leave during a 12 month period for the following reasons:
- i. The birth of a child;
 - ii. The placement of a child with an AmeriCorps member through adoption or foster care;
 - iii. Serious illness of an AmeriCorps member's spouse, child or parent; or
 - iv. Serious illness prevents the AmeriCorps member from performing his or her essential service duties. According to Corporation regulations, a serious health condition is an illness requiring in-patient care or continuing treatment by a health care provider.

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 above. If temporary leave is appropriate, grantees have the flexibility to determine the duration of the absence for up to 12 weeks. 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.

The grantee also may allow a member to take intermittent leave or reduce his or her service hours for any of the reasons mentioned above.

Grantees may continue to provide health care coverage to members on family and medical leave. If at the end of the leave, a member decides not to rejoin the program, FMLA allows grantees to recover their health premium payments, unless the reason for not returning is the continuation of the serious health condition or other circumstances beyond the member's control. However, given the small amounts involved (in most cases less than \$300 per AmeriCorps member), grantees may elect not to adopt this recovery policy.

Family and medical leave does not count toward the requisite service hours and members may not receive a living allowance during this period.

- e. **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.

12. 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 Trust at (202) 606-5000 ext. 347.

Education Awards Table		
Title	Number of Hours	Education Award
Full-Time	At least 1700	\$4,725.00
Half-Time	At least 900	\$2,362.50
Reduced Half-Time	At least 675	\$1,800.00
Quarter-Time	At least 450	\$1,250.00
Minimum-Time	At least 300	\$1,000.00

13. MATCHING REQUIREMENTS.

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

14. MEMBER RECORDS AND CONFIDENTIALITY.

- a. **Record-Keeping.** The grantee must maintain records that document each member's eligibility to serve pursuant to the member eligibility requirements in clause A.8. 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.
- b. **Verification.** To verify US citizenship, US lawful permanent resident alien status, or US national 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 in clause A.9. 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.

- c. **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, access to records that pertain to that member and were created pursuant to this Grant.

15. PROGRAMMATIC CHANGES.

- a. **Programmatic Changes.** The State Commission or Parent Organization must obtain the prior written approval of the Corporation before making the following changes in the approved program:
 - i. Changes in the scope, objectives or goals of the program (approval required from the AmeriCorps Program Office);
 - ii. Substantial changes in the level of participant supervision (approval required from the AmeriCorps Program Office);
- b. **Approvals of Programmatic Changes.** Unless otherwise indicated in these provisions, the Corporation's Grants Officials are the only officials who have the authority to change the requirements of the grant. The Grants Officials will execute written amendments, and grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.

16. REPORTING REQUIREMENTS.

Extensions of reporting deadlines will be granted only 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 deadline passes. Extensions of deadlines for Progress Reports may only be granted by the AmeriCorps Program Office.

- a. **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 online web-based reporting system (WBRS).
- b. **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.
- c. **Final Project Report.** Grantees completing the final year of their grant must submit, in addition to the Progress Report due the first Monday in December, a Final Project Report that is cumulative, covering the entire project period. The Final Project Report is due within ninety (90) days of the end of the approved project period.
- d. **AmeriCorps Member-Related Forms.** The following documents are required from the grantee. Grantees or sub-grantees utilizing WBRS will meet submission requirements when they use that

system to submit reports within the approved time frames. Grantees using WBRS should still complete these Forms in hard copy, and maintain the forms in the member files:

- i. Enrollment Forms.** State Commissions and Parent Organizations must submit Member Enrollment Forms to the Corporation no later than 30 days after a member is enrolled.
- ii. Change of Status Forms.** State Commissions and Parent Organizations must submit Member Change of Status Forms to the Corporation 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.
- iii. Exit/End-of-Term-of-Service Forms.** Programs must submit Member Exit/End-of-Term-of-Service Forms to the Corporation no later than 30 days after a member exits the program or finishes his/her term of service.

17. GRANT PERIOD AND INCREMENTAL FUNDING.

Under this grant, the project period is the complete length of time the grantee is proposed to be funded in order to complete the approved program activities. A project period may contain one or more budget periods. A budget period is a specific interval of time for which federal funds are provided to finance 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 covering the first budget period. Additional funding is contingent upon satisfactory progress and the availability of funds. The project period and the budget period are noted on the award document.

18. PERFORMANCE MEASUREMENT AND EVALUATION.

a. Performance Measurement. All grantees must establish, track, and evaluate performance measures (i.e., outputs, intermediate-outcomes, end-outcomes) for their programs. Grantees must:

- i.** Establish performance measures in consultation with the Corporation, or State Commission, as appropriate;
- ii.** Collect and organize performance measure data on an ongoing basis;
- iii.** Track progress toward meeting performance goals;
- iv.** Account for shortfalls in measured performance by explaining why they occurred and providing plans for responding to the shortfalls; and
- v.** Include the results in progress and final reports.

b. Changes to Negotiated Performance Measures.

Grantees must request approval from the Corporation prior to making a significant change to performance measures. A significant change may occur in the following types of circumstances:

- i.** Refining the performance measure based on experience so that goals become more realistic and manageable;
- ii.** Replacing a measure related to one issue area with one related to an entirely different issue area (i.e., replacing an objective related to health with one related to the environment);
- iii.** Redefining the work performed by individuals under the grant (i.e., tutoring adults in English as opposed to running an after-school program for third-graders);
- iv.** Eliminating an activity due to a failure to secure necessary matching funding (i.e., a program to train community volunteers was dependent on private funding); or
- v.** Redefining the measure with another (i.e., replacing one measure of civic engagement [additional volunteer time] with another [voting]).

c. Independent Evaluations. The Grantee is encouraged to obtain an independent evaluation.

d. External Evaluation and Data Collection. The Grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the Grantee must collect and submit certain member data, including the total number of members in the Program, and the number of

members by race, ethnicity, gender, age, economic background, education level, disability classification and geographic region. The Corporation will provide forms for collecting member data.

- e. **Accountability for Results.** Eligibility for future funding may be contingent upon compliance with these provisions as well as satisfactory performance.

C. EAP GENERAL PROVISIONS

19. 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.*

20. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS.

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

- a. States, Indian Tribes, U.S. Territories, and Local Governments.** The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments -- 45 C.F.R. 2541 applies to states, Indian tribes, U.S. territories, and local governments.
- b. Nonprofit Organizations.** The Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543 apply to nonprofit organizations.
- c. Educational Institutions.** The Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543 apply to educational institutions.
- 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 45 C.F.R. Parts 2541 and 2543.

21. RESPONSIBILITIES UNDER GRANT ADMINISTRATION.

- a. Accountability of Grantee.** The grantee has full fiscal and programmatic responsibility for managing all aspects of grant and grant-supported activities, subject to the oversight of the Corporation. The grantee is accountable to the Corporation for its operation of the AmeriCorps program and the use of Corporation grant funds. It must expend grant funds in a judicious and reasonable manner. Although grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.
- b. Notice to Corporation.** The grantee must notify the appropriate Corporation's Program or Grants Official 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 must inform the Corporation official about the corrective action taken or contemplated by the grantee and any assistance needed to resolve the situation.
- c. Notice to the Corporation's Office of Inspector General.** The grantee must notify the Office of Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at a program indicates that there has been waste, fraud or abuse, or any violation of criminal law, at the program or at a sub-grantee.

22. FINANCIAL MANAGEMENT PROVISIONS.

- a. **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.
- b. **Audits.** A grantee organization that expends \$300,000 or more of total federal awards in a fiscal year is required to obtain a single audit for that year conducted by an independent auditor in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. (If the grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A grantee that does not expend \$300,000 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.

23. EQUIPMENT AND SUPPLIES COSTS.

Equipment and supplies will be handled in accordance with 45 C.F.R. 2541 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or with 45 C.F.R. 2543 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

24. PROJECT INCOME.

- a. **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.
- b. **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:
 - i. The service benefits a for-profit entity;
 - ii. The service falls within the other prohibited program activities set forth in Clause 4 of these grant provisions; or
 - iii. The service violates the non-displacement provisions of the act set forth in Clause 30 of these grant provisions.

25. PAYMENTS UNDER THE GRANT.

- a. **Advance Payments.** The grantee may receive advance payments of grant funds, provided the grantee meets the financial management standards specified in OMB Circular A-102 and its implementing regulations (45 C.F.R. 2541) or A-110 and its implementing regulations (45 C.F.R. 2543), as applicable.
- b. **Immediate Cash Flow Needs.** The amount of advance payments requested by the grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Department of the Treasury in 31 C.F.R. 205.
- c. **Discontinuing Advance Payments.** If a grantee does not establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement, the Corporation may, after providing due notice to the grantee, discontinue the advance payment method and allow payments in advance only by individual request and approval or by reimbursement.
- d. **Interest-Bearing Accounts.** The grantee must deposit advance funds received from the Corporation in federally insured, interest-bearing accounts. The exceptions to this requirement follow:
 - i. **Institutions of Higher Education and Other Non-Profit Organizations.** If a grantee is covered by 45 C.F.R. 2543 it must maintain advance funds in interest-bearing accounts unless:
 - (a) It receives less than \$120,000 in federal funds per year;

- (b) The best reasonably available account would not be expected to earn interest in excess of \$250 per year on federal cash balances; or
- (c) The required minimum balance is so high that it would not be feasible within expected federal and non-federal cash resources.

Earned interest must be remitted annually to HHS-PMS, Rockville, MD 20852. Grantees may keep up to \$250 of interest per year to offset administrative expenses.

- ii. **State and Local Governments.** All grantees and sub-grantees covered by 45 C.F.R. 2541, with the exception of State Governments and Indian Tribes, must remit earned interest quarterly to the Corporation. Grantees may keep up to \$100 of the earned interest per year to offset administrative expenses.

26. 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 three (3) years from the date of the submission of the Final Project Report. 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.

27. SITE VISITS.

The Corporation reserves the right to make site visits to review and evaluate grantee records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary. To the extent feasible, these will be coordinated with, and in most cases organized by, the grantee. Site visits will be made in the least disruptive manner possible.

28. LIABILITY AND SAFETY ISSUES.

- a. **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.
- b. **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

29. DRUG-FREE WORKPLACE.

- a. **Notice to Employees and Members.** In accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 C.F.R. 2542, and the grantee's certification, the grantee must publish a statement notifying employees and members that:
 - i. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the grantee's workplace and program;
 - ii. Conviction of any criminal drug statute must be reported immediately to the grantee;
 - iii. The employee's employment or member's participation is conditioned upon compliance with the notice requirements; and
 - iv. Certain actions will be taken against employees and members for violations of such prohibitions.

- b. Criminal Drug Convictions.** The grantee's employees and members must notify the grantee in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The grantee must notify the Corporation within 10 days of receiving notice of such conviction. The grantee must take appropriate action against such employee or member up to and including termination or member release for cause consistent with the Corporation's rules on termination and suspension of service or require the employee or member to satisfactorily participate in an approved drug abuse assistance or rehabilitation program.
- c. Drug-Free Awareness Program.** The grantee must establish a drug-free awareness program to inform employees and members about the dangers of drug abuse in the workplace, the grantee's policy of maintaining a Drug-Free workplace, any available drug counseling, rehabilitation, and employee assistance and member support services, and the penalties that may be imposed for drug abuse violations.
- d. Grantee Non-Compliance.** The grantee is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.
- e. Non-Discrimination and Confidentiality Laws.** In implementing the Drug-Free Workplace Act, the grantee must adhere to federal laws and its grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.

30. NON-DISCRIMINATION.

- a. Assurances.** The grantee must assure that its program or activity, including those of its subgrantees, will be conducted, and facilities operated, in compliance with the applicable statutes set forth below, as well as with their implementing regulations. The grantee must obtain an assurance of such compliance prior to extending Federal financial assistance to subgrantees. The U.S. Government shall have the right to seek judicial enforcement of these assurances.
- b. Discrimination Prohibited.** A person, including a member, a community beneficiary, a service recipient, 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 employed by the grantee on the date the Corporation grant was awarded

This prohibition against discrimination includes but is not limited to:

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

- in order to provide them as effectively as provided to others;
- ix.** Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
 - x.** Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;
 - xi.** Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;
 - xii.** Denying a qualified disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and
 - xiii.** Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.

The Corporation's "Civil Rights Statement Regarding Volunteers, Service Participants and Other Beneficiaries," and its "Policy Against Sexual, Racial, National Origin, or Religious Harassment" which include additional discrimination prohibitions are attached and incorporated herein.

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

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most programs, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination.

In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National 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 TDD, and preferably toll free – FAX number and e-mail address of the grantee) or

Equal Opportunity Office
Corporation for National Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-5000, ext. 312 (voice); (202) 565-2799 (TDD)
(202) 565-2816 (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.

- d. Records and Compliance Information.** The grantee must keep records and make available to the Corporation timely, complete, and accurate compliance information to allow the Corporation to determine if the grantee is complying with the civil rights statutes and implementing regulations. Where a grantee extends federal financial assistance to subgrantees, the subgrantees must make available compliance information to the grantee so it can carry out its civil rights obligations.

The Corporation will provide specific guidance regarding records and compliance information. 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:

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:

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

- e. Obligation to Cooperate.** The grantee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The grantee shall permit access by the Corporation during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.
- f. Discrimination Complaints, Investigations and Compliance Reviews.** The Corporation may review the practices of the grantee to determine civil rights compliance. Any person who believes discrimination has occurred may file a discrimination complaint with the Corporation's 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 a review authority over the investigation and disposition of all discrimination complaints.

- g. Self-Evaluation Requirements.** The grantee must comply with (1) the self-evaluation requirements under section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities; (2) the self-evaluation requirements of the Age Discrimination Act of 1975; and (3) the self-evaluation requirements under title IX of the Education Amendments of 1972 regarding discrimination based on sex. Guidance regarding the self-evaluation requirements may be obtained from the Corporation's Equal Opportunity Office, 1201 New York Avenue, NW, Washington, D.C. 20525, (202) 606-5000, ext. 312 (voice); (202) 4565-2799 (TDD); (202) 565-2816 (FAX); or eo@cns.gov (e-mail).
- h. Applicable Statutes.** In accordance with its assurances, the grantee must comply with all federal statutes relating to non-discrimination to the extent applicable, including, but not limited to titles VI and VIII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 3601 *et seq.*), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990, (42 U.S.C. 12635) or any other applicable non-discrimination provision.

31. SUPPLEMENTATION, NON-DUPLICATION AND NON-DISPLACEMENT.

- a. Supplementation.** Grant funds may not be used to replace state or local public funds that had been used to support programs or projects of the type eligible to receive Corporation grant funds. For any given program, this condition will be satisfied if the aggregate non-federal public expenditure for that program or project in the fiscal year that support is to be provided is not less than the previous fiscal year.
- b. Non-Duplication.** Grant funds may not be used to duplicate services that are available in the locality of a program or project. The grantee may not conduct activities that are the same or substantially equivalent to activities provided by a state or local government agency in which the grantee entity resides.
- c. Non-Displacement.**
 - i. Prohibition on Displacing an Employee or a Position.** The grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a member in a program or project.
 - ii. Prohibition on Promotional Infringement.** The grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
 - iii. Prohibition on Displacing Employee Services, Duties or Activities.** A member in a program or project may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.
 - iv. Prohibition on Supplanting, Hiring or Infringing on Recall Rights.** A member in a program or project may not perform any services or duties, or engage in activities, that:
 - (a) Will supplant the hiring of employed workers; or
 - (b) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 - v. Other Prohibitions.** A member in a program or project may not perform services or duties that have been performed by or were assigned to any:
 - (a) Currently employed worker;
 - (b) Employee who recently resigned or was discharged;
 - (c) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

- (d) Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
- (e) Employee who is on strike or is being locked out.

32. THE OFFICE OF THE INSPECTOR GENERAL.

The Corporation's Office of the Inspector General (OIG) conducts and supervises independent and objective audits 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 prevent and detect fraud and abuse in the Corporation's programs and operations.

The OIG is available to offer technical assistance to AmeriCorps grantees that become aware of suspected criminal activity in connections with the AmeriCorps program. Therefore, contact the OIG when you first suspect that a criminal violation has occurred by calling the OIG. 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 1-800-452-8201. In addition to the above, grantees should also inform the respective program and grants officers of the facts and circumstances surrounding these incidents.

33. GRIEVANCE PROCEDURE.

- a. **Setting Up a Grievance Procedure.** In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the grantee must establish and implement a process for filing and adjudicating grievances from members, labor organizations and other interested parties. A grievance process may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. A grievance process must provide an opportunity for a grievance hearing and binding arbitration. If the grievance alleges fraud or criminal activity, it must be brought to the attention of the Inspector General of the Corporation immediately. Discrimination complaints may also be raised through the grievance procedure.
- b. In the event that a sub-grantee of a direct grantee of the Corporation is no longer in existence or otherwise does not provide a grievance procedure that complies with this Provision, the direct grantee is responsible for handling any grievance in accordance with 45 C.F.R. 2540.230.
- c. **Alternative Dispute Resolution.**
 - i. **Informal Resolution.** The aggrieved party may seek resolution of a grievance through alternative means of dispute resolution (ADR) such as mediation or facilitation. ADR proceedings must be initiated within 45 calendar days of the date of the alleged occurrence. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
 - ii. **Neutral Facilitation.** If ADR is instituted, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceeding must be confidential. Any decision by the neutral party is advisory and is not binding unless both parties agree. If the grievance is not resolved within 30 calendar days of initiation, the neutral party again must inform the aggrieved party of his or her right to file a formal grievance.
- d. **Formal grievance proceeding.**
 - i. **Time Limits.** Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such filed grievance must be made no later than 60 days after

- filing.
- ii. **Effect of Informal Process.** In the event an aggrieved party files a grievance after participating in an informal dispute resolution process, the neutral party may not participate in the formal grievance proceeding. In addition, no communication or proceeding of the informal dispute resolution process may be referred to or introduced into evidence at a grievance or arbitration proceeding.
- e. **Arbitration.**
- i. **Selection of Arbitrator.** If there is an adverse decision against the party who filed the grievance, or no decision has been reached after 60 calendar days after the filing of a grievance, the aggrieved party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties. If the parties cannot agree on an arbitrator, within 15 calendar days after receiving a request from one of the parties, the Corporation will appoint an arbitrator from a list of qualified arbitrators.
 - ii. **Time Limits.** An arbitration proceeding must be held no later than 45 days after the request for arbitration, or if the arbitrator is appointed by the Corporation, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.
 - iii. **Cost.** In accordance with 42 U.S.C. 12636(f)(4)(D), the cost of the arbitration proceeding must be divided evenly between the parties to the arbitration unless the party requesting a grievance proceeding prevails. If the grievant prevails, the grantee must pay the total cost of the proceeding and reasonable attorney's fees of the prevailing party incurred in connection with the ADR proceeding.
 - iv. **Effect of Noncompliance with Arbitration.** Pursuant to 42 U.S.C. 12636(f)(7), a suit to enforce an arbitration award may be brought in any federal district court having jurisdiction over the parties without regard to the amount in controversy or citizenship.
- f. **Suspension of Placement.** If a grievance is filed regarding a proposed placement of a member in a program or project, such a placement must not be made unless the placement is consistent with the resolution of the grievance.
- g. **Remedies.** Remedies for a grievance filed under a procedure established by the grantee may include:
- i. Prohibition of a placement of a member; and
 - ii. In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the grantee:
 - (a) Reinstatement of the employee to the position he or she held prior to the displacement;
 - (b) Payment of lost wages and benefits;
 - (c) Re-establishment of other relevant terms, conditions and privileges of employment; and
 - (d) Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.

34. OWNERSHIP AND SHARING OF GRANT PRODUCTS.

- a. **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 Corporation written approval.
- b. **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.

- c. **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.

35. PUBLICATIONS.

- a. **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.”

- b. **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.

36. SUSPENSION OR TERMINATION OF GRANT.

- a. **Suspension of the Grant.** In an emergency situation the Corporation may suspend a grant for not more than 30 calendar days. Examples of such situations may include, but are not limited to:
 - i. Serious risk to persons or property;
 - ii. Violations of federal, state or local criminal statutes; and
 - iii. Material violation(s) of the grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
- b. **Termination of the Grant.** Pursuant to 45 C.F.R. 2540.400, the Corporation may terminate payments under the grant, revoke the designated member positions, or recover grant funds for failure to comply with applicable provisions of this grant. However, the Corporation will provide the grantee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:
 - i. **Notice.** The Corporation will notify the grantee by letter that it intends to terminate payments, revoke positions or recover grant funds, either in whole or in part, unless the grantee shows good cause why such assistance should not be terminated, revoked or recovered. In this notice, the grounds and the effective date for the proposed termination or revocation will be described. The grantee will be given at least seven (7) calendar-days to submit written material in opposition to the proposed action.
 - ii. **Right to a hearing.** The grantee may request a hearing on a proposed termination, revocation or recovery. Upon 5 days notice to the grantee, the Corporation may authorize the conduct of a hearing or other meetings at a location convenient to the grantee to consider the proposed action. A transcript or recording must be made of a hearing.
- c. The grantee may suspend or terminate assistance to a sub-grantee, provided that such action affords the sub-grantee, at a minimum, the notice and hearing rights set forth in the provisions applicable to the Corporation in this section (36).

37. 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.

This 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.

38. STATE EDUCATION AWARDS PROGRAM PLAN

Commissions have the opportunity to apply for grants to implement “State Plans” that permit Commissions, following the Corporation’s approval and award of the State Plan grant, to further develop the program, allocate positions among Project Sponsors and make subgrant awards. Specific subgrants awarded under the State Plan grant must be designated within 6 months of the original award by the Corporation; and

39. ORDER OF PRECEDENCE.

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

CORPORATION FOR NATIONAL SERVICE POLICY AGAINST SEXUAL, RACIAL, NATIONAL ORIGIN, OR RELIGIOUS HARASSMENT

Our policy is to provide work and service environments free from sexual, racial, national origin, or religious harassment. Whether in Corporation or grantee offices, in other work- or service-related settings such as service sites, training sessions, or site visits, or at work- or service-related social events, such harassment is unacceptable.

Sexual harassment involves unwelcome sexual advances, requests for sexual favors, or any verbal, physical or graphic conduct of a sexual nature when:

- (1) submission is explicitly or implicitly a term or condition of employment or service;
- (2) submission or rejection is a basis for work or service decisions; or
- (3) such conduct has the purpose or the effect of interfering with work or service performance or creating an intimidating, hostile, or offensive work or service environment.

Slurs and other verbal or physical conduct relating to an individual's race, national origin or religion also constitute harassment when that conduct's purpose or effect is to interfere with work or service performance or create an intimidating, hostile, or offensive work or service environment.

We expect Corporation and grantee supervisory and management personnel to immediately take appropriate action to prevent or stop any harassment of employees, service participants, or clients of which they become aware, whether the harassing conduct is by employees, service participants, or outside individuals such as service site or contractor personnel. Also, we will not retaliate or tolerate any attempt at retaliation against a person who raises harassment concerns in good faith. Any Corporation employee who violates our policy against harassment, or asserts a false claim of harassment with a malicious intent, will be subject to appropriate disciplinary action, up to and including termination. 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 the Corporation and all other federal agencies.

Persons who believe they have been subjected to harassment in violation of non-harassment provisions of applicable laws, regulations or this policy may raise their concerns with our Equal Opportunity Office. However, claims of unlawful harassment not brought to the attention of our Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. Our Equal Opportunity Office may be reached at (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), eo@cns.gov, or through www.nationalservice.org.

We encourage, but do not require, volunteers, service participants, and other beneficiaries to first bring concerns about harassment to the director or appropriate supervisory personnel of the program or project. We likewise encourage programs and projects to facilitate prompt resolution of these concerns.

Directors of all programs and projects are requested to provide a copy of this policy to all volunteers or service participants.

**CORPORATION FOR NATIONAL SERVICE
CIVIL RIGHTS STATEMENT REGARDING
VOLUNTEERS, SERVICE PARTICIPANTS AND OTHER BENEFICIARIES**

We continue to maintain the policy stated in our June 6, 1994 Civil Rights Statement:

Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of the Corporation for National and Community Service is to ensure a mutual respect for all differences among us. Participation in the Corporation and its programs and projects will be based on merit and equal opportunity for all, without regard to factors such as race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, or religious, community, or social affiliations.

By adhering to this policy, the Corporation will be able to foster civic responsibility, strengthen the ties that bind us together as a people, and provide educational opportunity for those who make a substantial commitment to service.

This policy applies to programs and projects we conduct, as well as those receiving federal financial assistance from us. For civil rights purposes, all programs and projects funded or receiving volunteers or service participants under the National and Community Service Act, as amended, or the Domestic Volunteer Service Act, as amended, are programs or activities receiving federal financial assistance. Any grantee found to have unlawfully discriminated against a volunteer, service participant, client, employee or beneficiary of such a program or project will be subject to a finding of noncompliance and administrative procedures which may result in termination of federal financial assistance from the Corporation and all other federal agencies.

Any volunteer, service participant, client, employee or beneficiary of a program or project who believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy may raise his or her concerns with the Corporation's Equal Opportunity Office. However, discrimination claims not brought to the attention of our Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. Our Equal Opportunity Office may be reached at (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), eo@cns.gov, or through www.nationalservice.org.

The Corporation's Equal Opportunity Office attempts to resolve concerns about discrimination promptly and when possible uses an informal conciliation process to do so. We encourage, but do not require, volunteers, service participants, and other beneficiaries to first bring concerns about discrimination to the director or appropriate personnel of the program or project. We likewise encourage directors of programs and projects to facilitate prompt resolution of these concerns.

Directors of all programs and projects are requested to provide a copy of this policy to all volunteers or service participants.