

Key Changes to 2003 AmeriCorps Promise Fellows Provisions

Section A – Definitions

This section was revised to add the following definitions:

- (6) Community beneficiaries
- (8) End-Outcome Indicators
- (9) Evaluation
- (10) Faith-based organizations
- (13) Intermediate-Outcome Indicators
- (17) Output Indicators
- (18) Performance Measures

Section 2 – Affiliation with the AmeriCorps National Service Network

This section added language 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 – This section was revised to provide clarification on allowable member activities related to fundraising.
- (b) Prohibited Member Activities – This section was added to provide guidance on prohibited member activities related to fundraising.

Section 6 – Eligibility, Recruitment and Selection

- (d) Reasonable Accommodation – This section was revised to reflect the name change of The President’s Committee on Employment of People with Disabilities. The new name is The Office of Disability Employment Policy of the U.S. Department of Labor. The web address has changed. The current web address is www.jan.wvu.edu.

Section 8 – Terms of Service

- (c) Notice to the Corporation’s National Service Trust – This section was revised to include that the grantee must notify the Corporation’s National Service Trust within 30 days upon entering into a commitment with an individual to serve in an AmeriCorps program.
- (d) Member Enrollment Procedures – This section was added to provide guidance and clarification on when a commitment has been made to an individual to serve and when a member is enrolled in AmeriCorps. Additional guidance is provided on the process of entering into a commitment with an individual and enrolling an individual in AmeriCorps.
- (e) Changing Member Status – This section was revised to include that the grantee must obtain prior written approval from the Office of Grants Management for a change in the number of slots in the grant and a change in the funding amount of the grant. The grantee may no longer convert filled or unfilled AmeriCorps slots; however, the grantee may request slot corrections through WBRS, which must be approved by the Corporation.

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

- (a) Living Allowances – This section was revised to reflect the new maximum living allowance of \$19,800.

- (h) Federal Work Study – This section has been revised to conform to the upcoming regulation changes.

Section 14 – Member Records and Confidentiality

- (b) Verification – This section has been revised to comport with Grants Management Guidance 02-02 issued in August 2002 regarding documentation of member eligibility and member record retention.

Section 16 – Reporting Requirements

- (a) Progress Reports -- The due date has been changed. The new due date is the first Monday in December 2004 for the period October 1, 2003 through September 30, 2004.

Section 18 – Performance Measurement and Evaluation

This section has been revised to move the requirements for performance measurement and evaluation from Section 34 (a) – (c) to Section 18 (a) – (e). Further, this section adds guidance on basic requirements for performance measurement for all AmeriCorps programs.

- (a) Performance Measurement – This section adds guidance on basic requirements for performance measurement for all AmeriCorps programs.
- (b) Changes to Negotiated Performance Measures – This section adds guidance on when Grantees should request changes to negotiated performance measures.

Section 32 - The Office of Inspector General

This section was added to provide guidance on the role of The Office of Inspector General and when a grantee should contact that office.

AmeriCorps® Promise Fellows Provisions

The AmeriCorps Promise Fellows Provisions are binding on the Grantee. By accepting funds under this Grant, the Grantee agrees to comply with the AmeriCorps Promise Fellows Provisions and all applicable federal statutes, regulations and guidelines, and any amendments thereto. The Grantee agrees to operate the funded Program in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The Grantee agrees to include in all subgrants the applicable terms and conditions contained in this award.

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

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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*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. **AmeriCorps Promise Fellow (or Fellow)** means an AmeriCorps member serving in an approved national service position funded by a Grantee of the AmeriCorps Promise Fellows program.
4. **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.
5. **Corporation** means the Corporation for National and Community Service established under section 191 of the Act (42 U.S.C. 12651).
6. **Community beneficiaries** refer to those persons who receive services or benefits from a program, but are not AmeriCorps members or staff.
7. **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 educational expenses at a Title IV Institution of Higher Education; and (3) toward expenses incurred in participating in school-to-work programs approved by the Secretaries of Labor and Education.
8. **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.
9. **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.
10. **Faith-based organizations** include:

Religious congregations (church, mosque, synagogue, temple, etc.);
Organizations, programs, or projects operated or sponsored by a religious congregation;
Nonprofit organizations that clearly show by their mission statements, policies, and/or practices that they are religiously motivated or religiously guided institutions;
Organizations that, when asked, designate themselves as a faith-based or religious organization; or
Collaborations of organizations lead by an organization from the previously described categories, or of which half or more of the members are from the previously described categories.

- 11. Grantee**, for the purposes of this agreement, means the direct recipient of this Grant. The term sub-Grantee shall be substituted for the term Grantee where appropriate. The Grantee is responsible for insuring that sub-Grantees or other organizations carrying out activities under this award comply with these provisions, including regulations and OMB circulars incorporated by reference. The Grantee is legally accountable to the Corporation for the use of Grant funds and is bound by the provisions of the Grant.
- 12. Indian Tribe** means a federally-recognized Indian tribe, band, nation, or other recognized group or community, including any Native village, Regional Corporation, or Village Corporation, as defined under the Alaska Native Claims Settlement Act (43 U.S.C. 1602), that the United States Government determines is eligible for special programs and services provided under federal law to Indians because of their status as Indians. An Indian tribe also includes any tribal organization controlled, sanctioned, or chartered by one of the entities described above.
- 13. Intermediate-outcome indicators** specify changes that have occurred in the lives of community beneficiaries and/or members, but are not necessarily a lasting benefit for them. They are observable and measurable indications of whether or not a program is making progress.
- 14. 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; and
 - 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.

15. **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.
16. **OMB** means the U.S. Office of Management and Budget.
17. **Output indicators** are the amounts 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. **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.
19. **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 carried out in accordance with federal requirements and the Provisions of this Grant.
20. **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.
21. **Project Sponsor** means an organization or other entity that has been selected to provide a national service position for a member.
22. **Service Recipient** means a community beneficiary who receives a service or benefits from the service of AmeriCorps members.
23. **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.
24. **Sub-Grantee** refers to an organization receiving AmeriCorps Grant funds from a Grantee of the Corporation.
25. **WBRS** refers to the web-based reporting system that Grantees use for reporting and data tracking.

B. SPECIAL PROVISIONS

1. PURPOSES OF THE GRANT.

The general purpose of this award is to support AmeriCorps Promise Fellows in contributing to the work of organizations helping to meet the following promises for children and youth identified at the Presidents' Summit for America's Future and advanced by America's Promise-- The Alliance for Youth:

Ongoing relationships with caring adults — parents, mentors, tutors or coaches;

Safe places with structured activities during nonschool hours;

Healthy start and future;

Marketable skills through effective education; and

Opportunities to give back through community service.

2. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK.

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

b. The AmeriCorps Name and Logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service. The Grantee must use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, orientation materials, member curriculum, signs, banners, press releases and publications created by AmeriCorps members in accordance with Corporation requirements. The Corporation provides a camera-ready logo.

To establish the relationship between the Program and AmeriCorps, the Grantee must use the phrase "The AmeriCorps National Service Network" or "an AmeriCorps Program" and may use the slogan "Getting Things Done"TM on such materials in accordance with Corporation guidelines and requirements. The Grantee may not alter the AmeriCorps logo, and must obtain the written permission of the Corporation before:

- 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 agencies 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 representing 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 these Grant Provisions.
- c. **State Commission Consultation.** In coordination with the Corporation, AmeriCorps*National and AmeriCorps*Tribes and Territories Grantees are strongly encouraged to consult on a regular basis with the State Commission in each state that a 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.

The Corporation acknowledges that religious and political activities play a positive role in healthy communities, that religion and politics are defining characteristics of many community organizations (faith-based and secular), and that religious and political belief and action are central to many AmeriCorps members' lives.

However, it is important that AmeriCorps programs and their members do not appear to be taking sides religiously or politically. Consequently, we must impose a number of limitations on activities that AmeriCorps programs can support in which members can engage while earning service hours, or when otherwise representing AmeriCorps. AmeriCorps members are free to pursue these activities on their own initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. The AmeriCorps logo should not be worn while doing so.

While charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities associated with the AmeriCorps program or the Corporation, staff (whose salaries are paid for with Corporation funds) and members may not engage in the following activities, and the grantee may not use grant funds to support 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;
 - iv. An organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities; or
 - v. A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S. Code Title 26.
- i.** Voter registration drives by AmeriCorps members is an unacceptable service activity. In addition, Corporation funds may not be used to conduct a voter registration drive.
- j.** Other activities as the Corporation determines will be prohibited, upon notice to the Grantee.

Individuals may exercise their rights as private citizens and may participate in the above activities on their 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 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 or community-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.
- v. Seeking a donation 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.
- 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.
- iv. Writing grant applications for funding provided by any other federal agencies.

6. MEMBER 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 Definitions). 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), or 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, without displacing paid employees, and in accordance with its approved application.
- 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.

The vast majority of accommodations are inexpensive. 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 members agreed upon in its approved application, and may not enroll or replace members later than 5 months after the first member begins service unless approved in writing by the Corporation.
 - f. Transfer of Member.** An individual serving as an AmeriCorps Promise Fellow may transfer to another AmeriCorps Promise Fellow position if the following conditions are met:

- i. The program releasing the Fellow determines that compelling personal circumstances warrant a transfer;
- ii. The program releasing the Fellow and the program placing the Fellow agree to the transfer;
- iii. The program releasing the Fellow certifies the number of service hours earned by the Fellow up to the point of transfer;
- iv. The Corporation approves the transfer in writing; and
- v. There is no transfer of funds between programs. The program placing the Fellow must have a vacant slot and the funds to support the transferring Fellow.

AmeriCorps members serving in positions other than as AmeriCorps Promise Fellows may not transfer hours served in one AmeriCorps program toward service as an AmeriCorps Promise Fellow, unless approved in writing by the Corporation.

- g. **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- or third-term members.

- h. **Parental Consent.** Before enrolling in a Program, individuals under eighteen years of age must provide written consent from a parent or legal guardian.
- i. **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 retained consistent with state law.
- j. **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) 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. MEMBER TRAINING, SUPERVISION, AND SUPPORT.

- a. Planning for the Term of Service.** The Grantee must develop member position descriptions that provide for approved service activities and performance criteria that are appropriate to the skill level of members. The Grantee must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for a post-service education award. In planning for the member's term of service, the Grantee must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.
- b. 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;
 - 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.
- c. 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, 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.

- d. 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.

- e. **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.
- f. **Performance Reviews.** The Grantee must conduct and keep a record of at least a mid-term and end-of-term written evaluation of each member's performance, focusing on such factors as:
 - i. Whether the member has completed the required number of hours;
 - ii. Whether the member has satisfactorily completed assignments; and
 - iii. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
- g. **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.
- h. **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.
- i. **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.
- j. **Member Injury.** The Grantee must report any serious injuries to the appropriate Corporation Program Officer immediately.
- k. **Armed Forces Reserves.** Generally, the Reserves of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard and the Air National Guard require reservists to serve one weekend a month plus 12 to 15 days a year (hereafter referred to as the two-week active duty service).

To the extent possible, grantees should seek to minimize the disruption in members' AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active duty service in the Reserves. Members may not receive time-off for additional

Reserves-related service beyond the two-week active duty service. No AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves.

Grantees should credit members for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps service. The member would receive credit for the number of hours he or she would have served during that period had there been no interruption. For example, if a full-time member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, she or he would receive 70 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves.

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

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

8. TERMS OF SERVICE.

- a. **Program Requirements.** Each Program must, at the start of the term of service, establish the requirements for the successful completion of the term of service. Regardless of any other requirements established by the Program, members must serve at least 1700 hours during a period not less than 10 months and not more than 12 months.
- b. **Service in a Second or Subsequent Term.**
 - i. **General.** Programs are under no obligation to enroll a member for a second term of service. To be eligible for a second or subsequent term, a member must receive a satisfactory performance review for any prior term of service. A member may receive post-service benefits funded by the Corporation for only the first two terms of service in any approved national service position.
 - ii. **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 for a first term for personal reasons—e.g., he has decided to take a job offer—but who, otherwise, was performing well up until the time he decided to leave would not be disqualified for a second term as long as he received a satisfactory performance evaluation for the period he served.
 - iii. **Required Disclosure by Member of Prior Release for Cause.** Any individual released for cause who thereafter applies to serve in any AmeriCorps program must disclose the fact that he or she was released for cause to the Program to which the individual is applying. Failure to disclose that the individual was

released for cause from another AmeriCorps Program will make the individual ineligible to receive the AmeriCorps education award.

- iv. Service in a Third AmeriCorps Promise Fellow Term.** An individual may not serve more than two terms as an AmeriCorps Promise Fellow.
 - v. Service in a Third AmeriCorps Term.** An individual may serve a third AmeriCorps term as a Fellow (e.g., two terms as an AmeriCorps*State member and one as a Fellow) and, while not eligible for an education award, may receive a living allowance and other in-service member benefits.
- 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:
 - 1. He or she has signed a member contract;
 - 2. The program has verified the individual's eligibility to serve;
 - 3. The individual has begun a term of service; and
 - 4. 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 WBRs.
- v.** If a commitment does not result in a member actually being enrolled, the program must cancel the commitment in WBRs within 30 calendar days of the member's expected start date. If a grantee or sub-Grantee does not complete an enrollment within 30 days of the member's expected start

date, the grantee and sub-Grantee will receive notification that the timeframe has expired. The program will then have 15 calendar days to complete the enrollment before the commitment is removed from WBRS.

- 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 necessitate changing the type of unfilled AmeriCorps member positions awarded to a grantee or sub-grantees, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use.

Any change of member status that:

- i. Necessitates a change in the number of full-time equivalent positions in the grant,
- ii. An increase in the number of slots in the grant, or
- iii. A change in the funding amount of the Grant requires prior written approval from the Corporation's Office of Grants Management.

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 because of being charged with a violent felony or sale or distribution of a controlled substance may be reinstated to service if the member is found not guilty or if the charge is dismissed. Any member whose service was suspended because of being convicted of a first offense of possession of a controlled substance may resume service by demonstrating that the member has enrolled in an approved drug rehabilitation program. A member convicted of a second or third offense of possession of a controlled substance may resume service by demonstrating successful completion of a rehabilitation program.

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. Further, members who are suspended for minor disciplinary reasons may not receive a living allowance for the suspension period.
- 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. The fines may not be calculated on an hourly basis. For example, a member who is an hour late may not be fined an hour's worth of living allowance. Instead, the Grantee shall establish a written policy on fines, which is not linked to an hourly rate.

The Grantee may deduct fines from the member's living allowance. Any funds deducted from the living allowance must be retained and used for the AmeriCorps Promise Fellows program supported by the grant. Before making any deductions, the Grantee should consider how this might affect the status of the members under employment laws, including minimum wage and unemployment compensation.

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

- a. **Living Allowances.** Fellows must receive a living allowance between \$13,000 and \$19,800 based on a 12-month term of service. If the term of service is less than 12 months, the living allowance must be pro-rated. Fellows may receive a living

allowance greater than \$19,800 only if they are part of a professional corps and are supported, with the exception of Corporation-provided education awards, entirely with non-Corporation resources.

- b. Living Allowance Distribution.** The living allowance is designed to help members meet the necessary living expenses incurred while participating in the AmeriCorps Program. Programs must not pay a living allowance on an hourly basis. It is not a wage and should not fluctuate based on the number of hours members serve in a given time period. Programs should pay the living allowance in increments, such as weekly or bi-weekly. Programs may use their organization's payroll system to process members' living allowances. However, if a payroll system cannot be altered and must show 40 hours in order to distribute a living allowance, then members' service hours should be documented separately to keep track of their progress towards the Program's total required AmeriCorps service hours.
- c. Waiving the Living Allowance.** 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, with the following caveats:

 - i.** 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;
 - ii.** Members may revoke the waiver at any time during the course of the program;
 - iii.** If a member revokes the waiver, he or she may begin receiving the living allowance only from the date on which the waiver was revoked; the member may not receive any portion of the living allowance that accrued during the waiver period.
- d. 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 Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the Grantee must pay FICA for any member receiving a living allowance. The Grantee also must withhold 7.65% from the member's living allowance.
 - 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. Programs are responsible for determining the requirements of state law by consulting their State Commission, legal counsel or the applicable state agency. AmeriCorps Promise Fellow Grantees must coordinate with their State Commissions to determine a consistent state treatment of unemployment insurance requirements.

- v. **Worker's Compensation.** 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.

- e. **Health Care Coverage.** The Grantee must provide a health care policy to AmeriCorps Promise Fellows not otherwise covered by a health care policy at the time of enrollment into the AmeriCorps program, or to those members who lose coverage during their term of service as a result of participating in the Program or through no deliberate act of their own. The Corporation will not cover health care costs for family members.
 - i. **Minimum Benefits.** The health care policy must meet the following minimum benefits:
 - Physician services for illness or injury;
 - Hospital room and board;
 - Emergency room;
 - X-ray and laboratory;
 - Prescription drugs;
 - Limited mental/nervous disorders;
 - Limited substance abuse coverage;
 - An annual deductible of no more than \$250 charges per member;
 - No more than \$1,000 total annual out-of-pocket per member;
 - A 20% co-pay or comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care; and
 - A maximum benefit of \$50,000.
 - ii. **Obtaining Health Care Coverage.** You may obtain health care insurance for your members through any provider you choose, as long as the policy provides the minimum benefits.

- f. **Child Care.** The AmeriCorps Promise Fellows Program does not require that child care be provided to members. However, the grantee or project sponsors may choose to provide it.

- g. **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.

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, 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.

In 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.

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

Program, then at least 15% of the amount of the living allowance must be provided from non-Federal sources.

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 part-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.

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.

13. MATCHING REQUIREMENTS.

This award reflects the maximum amount of Corporation support for an approved AmeriCorps Promise Fellows program. No other Corporation funds may be used to support the Grantee's AmeriCorps Promise Fellows program. Although there are no mandated or fixed levels of matching support required, Grantees must provide or secure the additional resources needed to support the Program including the living allowance.

14. MEMBER RECORDS AND CONFIDENTIALITY.

- a. Record-Keeping.** The Grantee must maintain records specified in (b) below that document each member's eligibility to serve pursuant to the member eligibility requirements in the definitions section (clause A9) 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 U.S. citizenship, U.S. national status or, U.S. lawful permanent resident alien status, the Grantee must obtain and maintain documentation as required by 45 C.F.R. 2522.200(b) and (c). The Corporation does not require

programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the Grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review. To verify whether the member meets the requirements relating to high-school education, the Grantee must obtain from the member, and maintain in the member's file, a written declaration under penalty of law that the member meets the requirements of these provisions relating to high school education. If the member has been determined to be incapable of obtaining a high school diploma or its equivalent, the Grantee must retain a copy of the supporting independent evaluation.

- 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 for access to review records that pertain to the member and were created pursuant to this Grant.

15. PROGRAMMATIC CHANGES.

- a. **Programmatic Changes.** The Grantee must obtain the prior written approval of the AmeriCorps Program Office before making the following specific changes in the approved Program:
 - i. Changes in the scope, objectives or goals of the Program, whether or not they involve budgetary changes;
 - ii. Substantial changes in the level of participant supervision;
 - iii. Entering into sub-Grants or contracting out any AmeriCorps Program activities funded by the Grant and not specifically identified in the approved application.
- b. **Other Approvals.** The Corporation's Grants Officials are the only officials who have the authority to alter or change the grant provisions or requirements of the Grant not specifically noted above. Some changes may require a formal amendment to the grant award. In such instances Grantees should not assume that approvals have been granted unless documentation from the Grants Office has been received.

16. REPORTING REQUIREMENTS.

- a. **Financial Status Reports.** Grantees are not required to submit Financial Status Reports for AmeriCorps Promise Fellow Grants.
- b. **Progress Reports.** Progress reporting requirements in these Provisions apply only to the Grantee. Sub-Grantees should not submit Progress Reports to the Corporation.
 - i. **Reporting Dates.** A Grantee Progress Report ("GPR") is due in WBRS on the first Monday in December 2004, for the period October 1, 2003, through September 30, 2004. The report will require the Grantee's analysis of the AmeriCorps Promise Fellows grant it administers. This includes reporting on the Sub-Grantees or operating sites that have completed their program year by the reporting end date as well as the progress to date for Sub-Grantees or operating sites still in operation for that project period.
 - ii. **Final Progress Reports.** A Grantee completing the final year of its grant must submit, in addition to the GPR due on the first Monday in December 2004, a final Progress Report that is cumulative over the entire project period (three years). This progress report is due within 90 days after the end of the grant.
 - iii. **Sub-Grantee Reports.** The Corporation expects each Grantee to set its own Sub-Grantee reporting requirements. Grantees are responsible for monitoring Sub-Grantee activities and training needs, tracking progress toward objectives, and identifying challenges. Sub-Grantees must adhere to the reporting requirements outlined and communicated by its Grantee for the program year.
- c. **AmeriCorps Member-Related Forms.** The Grantee is required to submit the following documents to the National Service Trust at the Corporation on forms provided by the Corporation. Grantees and Sub-Grantees may use WBRS to submit these forms electronically. Programs using WBRS must also maintain hard copies of the forms:
 - i. **Enrollment Forms.** Grantees must submit Member Enrollment Forms to the Corporation no later than 30 days after a member is enrolled.
 - ii. **Change of Status Forms.** Grantees 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, Grantees 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.

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

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

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

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.
- 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.
- v.** include the results in progress and final reports.

b. Changes to Negotiated Performance Measures.

- i.** 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:
 - a. Refining the performance measure based on experience so that goals become more realistic and manageable.
 - b. 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).
 - c. 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).
 - d. 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).
 - e. 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 and must do so if provided for in the approved budget.

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.

19. GUIDELINES FOR USE OF THE AMERICORPS PROMISE FELLOWS LOGO

The AmeriCorps Promise Fellows logo illustrates the collaboration between AmeriCorps and America's Promise -- the Alliance for Youth by combining the AmeriCorps logo with the America's Promise Little Red Wagon. To promote projects and the national mission of the program, the Corporation for National and Community Service strongly encourages AmeriCorps Promise Fellows programs to use the logo for service gear, stationery, business cards, signs, recruitment brochures, application forms, Fellows curriculum, orientation and training materials, banners, press releases, and other publications.

Grantees may use the logo in accordance with the following guidelines:

- a. The AmeriCorps Promise Fellows logo may be used by Fellows, the organizations, or collaborations in which they serve, and AmeriCorps Promise Fellow grantees. It may be used only in connection with outreach activities, events, programs, initiatives, or materials that are directly related to a Fellow's service assignment. It may be used alongside or in conjunction with the logo of an organization or program with which the Fellow is associated. When doing so, the Fellows logo should be at least equal in size to the accompanying logo.
- b. Grantees may include the tagline "Delivering on America's Promise to Youth" below the logo, using the capitalization indicated here.
- c. Logo specifications:
 - i. Do not alter the relative size of the components of the AmeriCorps Promise Fellows logo—the AmeriCorps logo and the America's Promise Little Red Wagon.
 - ii. Print the logo either in red and black or in black only.
 - iii. Do not add any wording to the logo other than the tagline "Delivering on America's Promise to Youth."
 - iv. Do not place anything inside the wagon or touching the side of the wagon.
 - v. Do not alter the logo by combining or merging it with other logos, graphics, or artwork.
 - vi. Do not separate the Little Red Wagon from the AmeriCorps seal for use as distinct logos.
- d. Grantees must obtain written permission from the Corporation for National and Community Service to:
 - i. Use the logo on materials that will be sold; or

- ii.** Allow a donor to use the logo in promotional material.

- e.** Donors to local programs may not use the AmeriCorps Promise Fellows logo in advertising or other promotional materials without the written permission of the Corporation for National and Community Service. Permission may be withheld if recognition of the donor is inconsistent with the Corporation's policies and objectives.

The logo may be downloaded from the AmeriCorps web site at www.nationalservice.org/logos. If you do not have web access, the logo is also available from Mississippi Industries for the Blind. Call (601) 984-3200 to order.

C. GENERAL PROVISIONS

20. 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.*

21. 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 following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:
 - i. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments -- 45 C.F.R. 2541.
 - ii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- b. **Nonprofit Organizations.** The following circulars and their implementing regulations apply to nonprofit organizations:
 - i. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543.
 - ii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- c. **Educational Institutions.** The following circulars and their implementing regulations apply to educational institutions:
 - i. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543.
 - ii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

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

22. 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, and it must record accurately the service activities and outcomes achieved under the grant. Although Grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.

- b. Notice to Corporation.** The Grantee will notify the appropriate Corporation Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the Grant, or any suspected misconduct or malfeasance related to the Grant or Grantee. The Grantee will inform the Corporation official about the corrective action taken or contemplated by the Grantee and any assistance needed to resolve the situation.
- 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.

23. FINANCIAL MANAGEMENT PROVISIONS.

- a. General.** In lieu of applying the standards for financial management systems specified in 45 CFR Parts 2541.200 and 2543.21, the grantee agrees to establish and maintain systems of internal control sufficient to provide reasonable assurances that the grantee will be able to comply with the financial terms and conditions of this award.
- b. AmeriCorps Member 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 by both the member and by an individual with oversight responsibilities for the member.
- c. 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.

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

24. PROJECT INCOME.

- a. General.** Income earned as a direct result of the Program's activities during the award period will 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 these Grant Provisions; or
 - iii.** The service violates the non-displacement Provisions of the Act set forth in these Grant Provisions.

25. PAYMENTS UNDER THE AWARD.

- 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 3 years from the date of the submission of the final Progress 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.

28. SAFETY ISSUES.

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, or Program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, disability, or religion be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. The prohibition on discrimination on the basis of disability protects otherwise qualified individuals with disabilities. The prohibition against discrimination on the basis of religion with respect to Program staff applies only to Program staff paid with Corporation funds but excludes staff paid with Corporation

funds who were employed by the Grantee on the date the Corporation grant was awarded.

This prohibition against discrimination includes but is not limited to:

- i.** Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
- ii.** Providing an opportunity which is different or provided differently;
- iii.** Denying an opportunity to participate as a member of a planning or advisory body integral to the program;
- iv.** Segregating or subjecting a person to separate treatment;
- v.** Providing an aid, benefit, or service to a qualified disabled person that is less effective in affording opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement;
- vi.** Denying a qualified disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;
- vii.** Restricting a person's enjoyment of an advantage or privilege enjoyed by others;
- viii.** Providing different or separate aid, benefits, or services to disabled persons unless necessary in order to provide them as effectively as provided to others;
- ix.** Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
- x.** Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;
- xi.** Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;
- xii.** Denying a qualified disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and
- xiii.** Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.

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, 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 and Community 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. THE OFFICE OF INSPECTOR GENERAL

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

The OIG also conducts and supervises audits of Corporation grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from Corporation management, is used to select grantee and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-5000, extension 390.

The OIG is available to offer assistance to AmeriCorps grantees that become aware of suspected criminal activity in connection with the AmeriCorps program. Grantees should immediately

contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cnsoig.gov or by telephone at 1-800-452-8210. Following notification to OIG, grantees should also inform the respective program and grants officers of the facts and circumstances surrounding these incidents.

32. 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.

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 THE AWARD.

- 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 or telegram 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 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.

This award provides the maximum amount of Corporation financial assistance for support of an approved AmeriCorps Promise Fellows Program and is not subject to Federal Cost Principles. This amount is based on the approved number of Fellows specified in this grant with the first five Fellow positions receiving \$13,800 per Fellow and subsequent Fellow positions receiving \$10,800 per Fellow, unless the Corporation has specified otherwise. The Grantee is responsible for providing or securing the additional funds necessary to support the Fellows, including the required living allowance.

38. FIXED PAYMENT TERMS.

- a. **General.** This provision applies to payments made by the Corporation for National and Community Service (Corporation) to the Grantee for the AmeriCorps Promise Fellows program. Grantee agrees to follow existing Corporation cash management requirements and the procedures for requesting and transferring funds from the HHS SMARTLINK system (Refer to Section 24 of the Provisions).
- b. **Limitations on Amount of Payment.** The total amount of payments made under this award by the Corporation to the Grantee shall not exceed the total award amount

indicated in this award.

c. Determination of Final Payment Amounts Payable Upon Completion.

i. Final Payment Amounts for a Fully Completed Term of Service. The Grantee shall be paid the amount shown on Line A below for members 1-5 who successfully complete their term of service within the established program length. The Grantee shall be paid the amount shown on line B for members 6 and above that successfully complete their term of service within the established program length.

Fixed Amount Schedule

# of Members	Per Member Fixed Amount
Line A 1-5	\$13,800
Line B 6 and up	\$10,800

ii. Final Payment Amounts for a Fractional Term of Service. For members who complete a fractional term of service, the Grantee shall be paid on a prorated basis in accordance with the duration of full-time service completed by each member. For the purposes of calculating this amount, full-time service is based on an average of at least 142 hours of service per month.

iii. Final Total Payments Upon Completion of Program Year. Total final payments for the program will be determined by adding paragraphs i + ii above. Payments made by the Corporation to state commissions shall "flow through" to the funded programs except as otherwise approved by the Corporation. The Grantee shall substantiate payment received from the Corporation by maintaining appropriate records of member service hours in accordance with these Grant Provisions or assuring sub-grantees maintain such records.

Example 1:

Grantee Y is approved for an award of \$90,600 to support 7 Fellows (i.e., 5 Fellows @ \$13,800 and 2 Fellows @ \$10,800) as follows:

5 Fellows @ \$13,800	=	\$69,000
<u>2 Fellows @ \$10,800</u>	=	<u>\$21,600</u>
Corporation Award	=	\$90,600

A total of 6 Fellows are enrolled. One Fellow leaves after 5 months of service (based on an average of 142 hours/month), and the remaining Fellows complete their term of service. Based on the final number of service terms completed, the final amount of Corporation payments to the Grantee would be:

5 Fellows @ \$13,800	=	\$69,000
<u>1 Fellow @ 5 months x \$900*</u>	=	<u>4,500</u>
Total Corporation Payment	=	\$73,500

*\$10,800 pro-rated over 12 months equals \$900 per month.

Example 2: Replacing a Fellow

Grantee Z is approved for an award of \$69,000 to support 5 Fellows. Five Fellows are enrolled. One Fellow leaves service after 3 months (based on an average of 142 hours/month). The Fellow is replaced immediately and successfully completes a 12-month term of service. The final amount of the Corporation payment to the Grantee would be:

4 Fellows @ \$13,800	=	\$55,200
1 Fellow @ 3 months x \$1,150*	=	3,450
Replacement:		
<u>1 Fellow @ 9 months x \$1,150**</u>	=	<u>10,350</u>
Total Corporation Payment	=	\$69,000

*\$13,800 pro-rated over 12 months equals \$1,150 per month.

**NOTE: Because one Fellow left after serving only three months, there are only 9 months left of Corporation support for the fifth Fellow position. However, because the replacement Fellow actually serves for 12 months, the Grantee must provide or secure additional resources to provide the minimum living allowance of \$13,000 and any other costs associated with supporting this Fellow for a full 12-month term.

39. ORDER OF PRECEDENCE.

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

CORPORATION FOR NATIONAL AND COMMUNITY 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 AND COMMUNITY 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.