

## **Key Changes to 2001 AmeriCorps Provisions**

### **Section 8-Terms of Service**

- a) The definition of a part time member has been revised to clarify that a member must serve 900 hours within a one or two year period. Removes a reference to part-time members attending an institution of higher education.
- b) New language clarifying service in a second or subsequent term has been added including language stating there is no automatic disqualification of members who have been released for cause.

### **Section 9-Release from Participation**

- c) Resumption of service – The second paragraph requiring individuals who have been released for cause to disclose that fact when applying to a program has been moved to Section 8.

### **Section 10-Minor Disciplinary Actions**

- b) Fines – New language clarifies that fines may be deducted from the portion of the living allowance paid by non-federal funds.

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

- d(iv) Removes the requirement that state commissions coordinate the determination of a states' requirement to pay unemployment insurance for members with the Corporation's General Counsel.

### **Section 13-Matching Requirements**

- c) Cost share-The language has been revised for clarity.

### **Section 15-Budget and Programmatic Changes**

- a) Adds language clarifying when a grantee needs Corporation approval for a category transfer that exceeds 10% of the total budget.

### **Section 16-Reporting Requirements**

- a) Financial Status and Progress Reports –Adds language that the grantee sets its own sub-grantee reporting requirements, is responsible for reviewing and monitoring those reports and that one Grantee Progress Report is due annually. Clarifies that the Final Progress Report and Final Financial Status Report are due within 90 days of the end of the grant.

The requirement for an Annual Accomplishment Report has been removed.

### **Section 28-Liability and Safety Issues**

Member Safety- Removed reference that public safety and other programs posing a significant risk to members must adhere to applicable provisions of safety protocol issued by CNS and found in the Project Directors manual.

# AmeriCorps® Provisions

**The AmeriCorps Provisions are binding on the Grantee.** By accepting funds under this Grant, the Grantee agrees to comply with the AmeriCorps Provisions and all applicable federal statutes, regulations and guidelines. 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.

For the purposes of these Provisions, AmeriCorps refers to AmeriCorps\*State, AmeriCorps\*National and AmeriCorps\*Tribes and Territories Programs only.

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

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## 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. **Administrative Costs** are expenses associated with the overall administration of a Program, and are defined in the General Provisions, Clause 22, Administrative Costs.
3. **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.*)
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. **Education Award** means an award provided to a member who has successfully completed a required term of service in an approved national service position and who otherwise meets the eligibility criteria in the Act. An education award may be used: (1) to repay qualified student loans, as defined in the Act; (2) toward the cost of attendance at an institution of higher education, as those terms are defined in the Act; and (3) toward expenses incurred in participating in school-to-work programs approved by the Secretaries of Labor and Education.
7. **Grantee**, for the purposes of this agreement, means the direct recipient of this Grant. The term sub-Grantee shall be substituted for the term Grantee where appropriate. The Grantee is also responsible for 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.
8. **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.

- 9. Member** means an individual:
- a. Who is enrolled in an approved national service position;
  - b. Who is a U.S. citizen, U.S. national or lawful permanent resident alien of the United States;
  - c. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled
    - i. In a full-time, year-round youth corps Program or full-time summer Program as defined in the Act (42 U.S.C. 12572 (a) (2)), in which case he or she must be between the ages of 16 and 25, inclusive, or
    - ii. In a Program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572 (a)(9)), in which case he or she must be between the ages of 16 and 24, inclusive;
  - d. Has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. 1091), or who has been determined through an independent assessment conducted by the Program to be incapable of obtaining a high school diploma or its equivalent.
- 10. 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.
- 11. OMB** means the U.S. Office of Management and Budget.
- 12. Out-Of-School Youth** means youth age 16 and older who have either dropped out or otherwise have no permanent affiliation with a secondary school. This definition does not include individuals who are in between school years and fully intend to return to school in the fall.
- 13. Parent Organization** means a grantee that is responsible for implementing and managing a National Direct AmeriCorps Program.
- 14. 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.
- 15. 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.
- 16. Project Sponsor** means an organization or other entity that has been selected to provide a national service position for a member.
- 17. Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.

- 18. 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.
- 19. Sub-Grantee** refers to an organization receiving AmeriCorps Grant funds from a Grantee of the Corporation.

## B. AMERICORPS SPECIAL PROVISIONS

### 1. PURPOSES OF THE GRANT.

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

### 2. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK.

- a. **Identification as an AmeriCorps Program or Member.** The Grantee must identify the Program as an AmeriCorps Program and members eligible for a Corporation-approved post-service education award as AmeriCorps members.
- b. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of the Corporation for National 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"<sup>TM</sup> 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.
- 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. The Grantee may not use Corporation funds to purchase local Program service gear.
  - 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 Clause 31 of 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.

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 and members may not engage in the following activities:

- a. Attempting to influence legislation.
- b. Organizing or engaging in protests, petitions, boycotts, or strikes.
- c. Assisting, promoting or deterring union organizing.
- d. Impairing existing contracts for services or collective bargaining agreements.
- e. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- g. Engaging in religious instruction; conducting worship services; providing instruction as part of a Program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.

- h. Providing a direct benefit to:
  - i. A for-profit entity;
  - ii. A labor union;
  - iii. A partisan political organization; or
  - iv. An organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities.
  - v. A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S. Code Title 26.
- i. Voter registration drives 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. **Members.** A member's service activities may not include organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar activities designed for the sole purpose of raising capital or obtaining contributions for the organization.

Service activities that raise funds or in-kind contributions while generating, involving and/or encouraging community support may be appropriate and allowable, such as serve-a-thons, to the extent they are in direct and immediate support of an approved objective of the Program and provided that they are not the Program's primary activity or involve significant amounts of an individual member's time.

Prohibited activities for members include preparing grant proposals, performing fund raising activities to help the Grantee achieve its matching requirements or to support an organization's general operating expenses, and providing fund raising assistance to other community-based organizations that do not provide immediate and direct support to a Grantee's approved Program objective.

- b. **Staff.** An AmeriCorps staff member's time and related expenses may not be charged to the Corporation or Grantee share of the Grant while engaged in organized fund raising, including financial campaigns, endowment drives, the general solicitation of gifts and bequests, door-to-door solicitations, direct mail, or similar activities for which the sole purpose is raising capital or obtaining contributions for the organization. Expenses incurred to raise funds may be paid out of the funds raised. Development officers and fund-raising staff are not allowable expenses.

Staff time and effort spent on raising the match requirements should be incidental to the overall management of the Program, and should be focused primarily on developing and disseminating information to potential funders on the AmeriCorps

Program and its achievements. Staff can make presentations and educate funders on objectives, goals and accomplishments. Efforts to involve the community in support of the AmeriCorps program, such as obtaining medical contributions or assistance at a health fair; donations of building supplies for an AmeriCorps construction project; and coordinating community participation in and support of a serve-a-thon and service activities are also allowable.

## 6. ELIGIBILITY, RECRUITMENT, AND SELECTION.

- a. **Eligibility to Enroll.** The Grantee may select as AmeriCorps members only those individuals who are eligible to enroll in AmeriCorps. In order to be eligible, an individual must meet the statutory requirements in sections ii- iv of the definition of a member (Definitions, letter i). 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](http://www.nationalservice.org).
- c. **Selection.** The Grantee is responsible for establishing the minimum qualifications for membership in the Program, selecting members who meet those qualifications, and assigning members to projects that are appropriate to their skill levels. The Grantee must select members in a fair, non-partisan, non-political and non-discriminatory manner, without regard to the member's need for reasonable accommodation of a disability or child care, without displacing paid employees, and in accordance with its approved application. The Grantee is encouraged to select members who possess a commitment to the goals of AmeriCorps.

- d. Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the Grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

By far, the vast majority of accommodations are inexpensive. For those limited cases where reasonable accommodations are more costly, there is a limited amount of money available through State Commissions to provide accommodations for service members. By statute, only Subtitle C competitive State and National Direct AmeriCorps Programs may use these funds. The President's Committee on Employment of People with Disabilities 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](mailto:JAN@jan.icdi.wvu.edu), or website at [www.pcepd.gov](http://www.pcepd.gov).

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

- e. Level of Participation.** The Grantee must seek to enroll the number of full-time and part-time members agreed upon in its approved application. A Program should make every effort to enroll members so that each member has a reasonable expectation of completing his/her term of service by the end of the Program's budget period. Should a Program not be renewed, a member who was scheduled to continue in a term of service either may be placed in another Program where feasible, or a member can receive a pro-rated education award if the member has completed at least 15% of the service hour requirement.
- f. Member Classification.** AmeriCorps members are not employees of the Program or of the federal government. The definition of "participant" in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, "a participant (member) shall not be considered to be an employee of the Program in which the participant (member) is enrolled" (42 U.S.C. 12511(17)(B)). Moreover, members are not allowed to perform an employee's duties or otherwise displace employees.

For the limited purposes of the Family and Medical Leave Act of 1993, the member may be considered an eligible employee of the project sponsor. The Family and Medical Leave Act's requirements as they apply to AmeriCorps Programs are contained in 45 C.F.R. 2540.220(b). Generally, this Act will apply only to second term members.

- g. Parental Consent.** Before enrolling in a Program, individuals under eighteen years of age must provide written consent from a parent or legal guardian.

- h. Criminal Record Checks.** Programs with members or employees who have substantial direct contact with children (as defined by state law) or who perform service in the homes of children or individuals considered vulnerable by the program, shall, to the extent permitted by state and local law, conduct criminal record checks on these members or employees as part of the screening process. This documentation must be maintained within member or employee files, or otherwise consistent with state law.
- i. Criminal Charges.** An AmeriCorps member who is officially charged with a violent felony, or with the sale or distribution of a controlled substance during a term of service will have his/her service suspended without a living allowance and without receiving credit for hours missed. The member may be reinstated into AmeriCorps service if he/she is found not guilty or if the charge is dismissed. If an AmeriCorps member who has been cleared of such charges is unable to complete his/her term of service within one year, he/she may accept a pro-rated education award as long as he/she has completed at least 15% (255 hours full-time/135 hours part-time) of his/her service.

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

## **7. TRAINING, SUPERVISION AND SUPPORT.**

- a. Planning for the Term of Service.** The Grantee must develop member position descriptions that provide for direct and meaningful service activities and performance criteria that are appropriate to the skill level of members. Member activities may not include clerical work, research, or fund raising activities unless such activities are incidental to the member's direct service activities. The Grantee must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for a post-service education award. In planning for the member's term of service, the Grantee must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.
- 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. Limit on Education and Training Activities.** No more than 20% of the aggregate of all AmeriCorps member service hours in a Program may be spent in education, training or other non-direct activities.
- f. 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.
- g. Performance Reviews.** The Grantee must conduct 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.
- h. Support Services.** The Grantee must provide specific support services to members who are school dropouts by assisting them in earning the equivalent of a high school diploma; and to members who are completing a term of service and are making the transition to other education and career opportunities.
- i. Registration to Vote.** The Grantee should encourage all eligible members to register and vote. However, the Grantee is prohibited from requiring members to register or to vote, and from attempting to influence how members vote. Members who are unable to vote before or after service hours should be allowed to do so during their service time without incurring any penalties. The site director should determine the length of absence.
- j. Jury Duty.** The Grantee must allow AmeriCorps members to serve on a jury without being penalized for doing so. During the time AmeriCorps members serve as jurors, they should continue to receive credit for their normal service hours, a living allowance, health care coverage and, if applicable, child care coverage regardless of any reimbursements for incidental expenses received from the court.

- k. **Member Injury.** The Grantee must report any serious injuries to the appropriate Corporation Program Officer immediately.
- l. **Armed Forces Reserves.** Generally, the Reserves of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard and the Air National Guard require reservists to serve one weekend a month plus 12 to 15 days a year (hereafter referred to as the two-week active duty service).

To the extent possible, grantees should seek to minimize the disruption in members' AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active duty service in the Reserves. Members may not receive time-off for additional Reserves-related service beyond the two-week active duty service. No AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves.

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

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

Grantees should continue to pay the living allowance and provide health care and child 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 guidelines and definitions for the successful completion of the Program year, ensuring that these Program requirements meet the Corporation's service hour requirements as defined below:
  - i. **Full-Time Members.** Members must serve at least 1700 hours during a period of not less than nine months and not more than one year.
  - ii. **Part-Time Members.** Part-time members must serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - iii. **Reduced Part-Time Members.** Reduced part-time members must serve between 300 and 900 hours over a time not to exceed one year. Within a Program all reduced part-time members must serve the same number of hours unless advance approval is obtained from the AmeriCorps Program Office.

**b. Service in a Second or Subsequent Term.**

- i. General.** A grantee is under no obligation to enroll a member for a second or subsequent term of service. In addition, there may be limitations on an individual's eligibility for federally-funded member benefits for any term beyond a second term.
- ii. Satisfactory Performance Review.** To be eligible to serve a second or subsequent term of service, a member must receive a satisfactory performance review for any prior term of service.
- iii. No Automatic Disqualification if Released for Cause.** A release for cause covers all circumstances in which a member does not successfully complete a term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause 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.
- iv. 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.

**c. Notice to the Corporation's National Service Trust.** The Grantee must notify the Corporation's National Service Trust within 30 days in writing upon 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 part-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 for member enrollment, changes of status and exits 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. Notice to Child Care and Health Care Providers.** The Grantee must notify the Corporation's designated agents immediately in writing when a member's status changes such that it would affect eligibility for child care or health care. Examples of changes in status are converting a full-time member to part-time member, terminating or releasing members from service, and suspending members for cause for lengthy or indefinite time periods. Program directors should contact AmeriCorps@Care at 1-800-570-4543 on child care related changes, and their health insurance provider about health insurance related changes.

- e. **Changing Member Status.** Circumstances may arise within a program that necessitate converting full-time members to part-time or vice versa. The following distinguishes between converting unfilled AmeriCorps member positions and converting currently enrolled members from their enrolled status. Note that once a member is given a partial education award, the remaining portion of that education award is not available for use.

Any change of member status that 1) necessitates a change in the number of full-time equivalent positions in the grant, or 2) requires an increase or decrease in the funding amount of the Grant requires prior written approval from the Corporation's Office of Grants Management.

- i. **Unfilled Positions.** State Commissions and Parent Organizations are hereby delegated authority to approve or authorize the conversion of unfilled full-time member positions to part-time within the following parameters. The number of unfilled positions that may be converted may not exceed 20% of the Parent Organization's or specific State Commission Program's awarded full-time equivalent positions or 10 full-time equivalent positions, whichever is greater. For example, if a Parent Organization or specific State Commission Program was awarded 40 full-time equivalent positions, no more than 10 (the greater of 8 and 10) full-time equivalent positions may be converted for the program. If a Parent Organization or specific State Commission Program was awarded 100 full-time equivalent positions, no more than 20 (the greater of 20 and 10) full-time equivalent positions may be converted. When positions are converted, the number of full-time equivalents must remain the same within each program to maintain the equivalent estimated cost per member. In other words, if you want to replace 1 full-time unfilled member position, you must establish 2 part-time 900 hour positions.

Changes that exceed the limits stated above must be approved in advance by the AmeriCorps Program Office.

Conversely, unfilled part-time positions may be converted to full-time positions within the aforementioned constraints pertaining to number and percentage limitations, number of full-time equivalents, education awards provided, and available funds.

- ii. **Enrolled Members.**
  - (a) **Full-Time.** State Commissions and Parent Organizations may authorize or approve occasional changes of currently enrolled full-time members to part-time members within the first three months of the member's service and within the constraints defined above in section e.i. Impact on program quality should be factored into approval of requests. The Corporation will not cover health care or child care costs for part-time members, therefore appropriate adjustments must be made. It is not allowable to transfer currently enrolled full-time members to a part-time status simply to provide a part-time education award. A Change of Status form must be completed and forwarded to the Corporation within 30 days.
  - (b) **Part-Time.** Converting part-time members to full-time is discouraged because it is very difficult to facilitate, unless done very early in the

member's term of service. State Commissions and Parent Organizations may authorize or approve such changes so long as they are within the first three months of the member's service, and the current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date. A Change of Status form must be completed and forwarded to the Corporation within 30 days.

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

## **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 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 that portion of the member's living allowance that is paid by non-Federal funds. Before making any deductions, the Grantee should consider how this might affect the status of members under employment laws, including minimum wage and unemployment compensation. Further, a Grantee that deducts in this fashion may be required to provide additional matching funds.

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

The living allowance match must come from non-federal sources, unless an exception for lack of available financial resources at the local level under 42 U.S.C. 12594 (g) is specifically approved in Section VII. Special Conditions of the Award document. Programs that want to provide a living allowance in excess of the minimum amount stated in the Application Guidelines must provide a Grantee match for all funds over 85% of that minimum.

- a. Living Allowances.** Unless otherwise agreed upon, a Grantee must provide a living allowance to full-time members in accord with the following:
  - i. Full-Time Requirements.** Please refer to the Application Guidelines for current year amounts. The living allowance is based on the total average annual amount provided to VISTA volunteers. The Corporation will only fund up to 85% of the minimum living allowance. A minimum of 15% must be matched by non-federal sources. A program that wants to provide a living allowance in excess of the stated minimum must provide a Grantee match for all funds over 85% of that stated amount. If the program is permitted to provide a living allowance that is less than the stated minimum, the Corporation will only fund 85% of the actual amount.

- ii. **Part-Time Requirements.** Programs are not required to pay part-time members living allowances. If a Program chooses to pay part-time members, it should prorate the full-time living allowance based on the part-time member's service. The Corporation will fund up to 85% of the pro-rated living allowance.
  - iii. **Other Requirements.** Programs may not provide a living allowance benefit above the maximum amount stated in the Application Guidelines for full-time members unless permitted under 42 U.S.C. 12594(c), or pro-rated based on number of hours for part-time. Programs in existence prior to September 21, 1993 may offer a lower living allowance than the stated minimum; however, Corporation funds will only support 85% of the actual amount.
- 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. The Grantee cannot charge the cost of unemployment insurance taxes to the Grant unless mandated by state law. Programs are responsible for determining the requirements of state law by consulting their State Commission, legal counsel or the applicable state agency. AmeriCorps\*National and AmeriCorps\*Tribes and Territories Grantees must coordinate with their State Commissions to determine a consistent state treatment of unemployment insurance requirements.
  - v. **Worker's Compensation.** Worker's Compensation is an allowable cost to the Grant. The Grantee is responsible for determining whether state law requires the provision of worker's compensation for members. If a Program is not required by state law to provide worker's compensation, the Program must obtain Occupational Accidental Death and Dismemberment insurance coverage for members to cover in-service injury or incidents.
- e. **Health Care Coverage.** The Grantee must provide a health care policy to those full-time members not otherwise covered by a health care policy at the time of enrollment into the AmeriCorps program, or to those members who lose coverage during their term of service as a result of participating in the Program or through no deliberate act of their own. The Corporation will not cover health care costs for family members or for part-time 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 a 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 and is not excessive in cost. If you use a health care policy that charges more than \$150 per month to the Corporation you must send a copy of the policy along with a summary of its coverage and costs to the Corporation's Office of Grants Management.
  - iii. **Part-Time Members.** Although no portion of health insurance expenses for part-time members may be paid from Corporation funds, You may choose to provide health care to part-time members from other sources.

iv. **Part-Time Members Serving in a Full-Time Capacity.** Part-time members who are serving in a full-time capacity for a sustained period of time (such as a full-time summer project) may be eligible for health care benefits supported with Corporation funds, although that coverage must be approved in the Grant.

f. **Child Care.** The Grantee must ensure that child care is made available to those full-time members who need such assistance in order to participate. Members are not eligible to receive child care from AmeriCorps while they are receiving child care subsidies from another source for the same period of AmeriCorps Service.

i. **Member Eligibility.** A member is considered to need child care in order to participate in the Program if:

- (a) He or she is the parent or legal guardian (or acting in loco parentis) for a child under the age of 13 who resides with the member;
- (b) He or she has a family income that does not exceed the state's income eligibility guidelines for a family of the same size. At a maximum, family income can be no more than 75% of the state's median income; and
- (c) At the time of acceptance into the Program, he or she is not receiving child care from another available source that would continue to be provided while the member serves in the program.

ii. **Qualified Providers.** To be eligible for payment with AmeriCorps funds, a child care provider must qualify under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858c(4)(A)). Each state has its own criteria. Payments will not be made to ineligible providers.

iii. **Administration of Child Care Payments.** In general, the Corporation will provide for child care payments, which will be administered through the National Association of Child Care Resource and Referral Agencies (NACCRRA), hereafter referred to as AmeriCorps®CARE. Grantees that choose to provide child care as a match source (as approved in their budget) may use AmeriCorps®CARE for technical assistance. Grantees can contact AmeriCorps®CARE at 1-800-570-4543 with questions regarding child care.

iv. **Program Director's Responsibilities.** In addition to determining a member's eligibility at the start of the term of service, Program directors are required to notify AmeriCorps®CARE immediately in writing when:

- (a) A member is no longer eligible for child care benefits due to a change in the member's eligibility status (e.g., family income exceeds the limit, the child turns 13, a full-time member becomes a part-time member, or a member leaves the Program);
- (b) New or existing members become eligible for child care benefits;
- (c) A member wishes to change child care providers or a child care provider will no longer provide child care services; or
- (d) A member is absent from the Program for excessive periods of time (five or more days in a month).

Costs incurred due to the Grantee's failure to keep AmeriCorps®CARE immediately informed of changes in a member's status may be charged to the Grantee's organization.

v. **Part-Time Members.** Although no portion of child care expenses for part-time members may be paid from Corporation funds, Programs may choose to provide child care to part-time members from other sources.

- vi. **Part-Time Members Serving in a Full-Time Capacity.** Part-time members who are serving in a full-time capacity for a sustained period of time (such as a full-time summer project) may be eligible for child care benefits supported with Corporation funds, although that coverage must be approved in the Grant or via prior written approval from the Corporation's Office of Grants Management.
  - vii. **Payments.** Payments or reimbursement for child care benefits will be made for eligible members to qualified providers from the date child care need was established after service began. No payments and reimbursements will be made in the event the AmeriCorps member was ineligible, or if the provider was not qualified under the state guidelines.
- 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, given the small amounts involved (in most cases less than \$300 per AmeriCorps member), Grantees may elect not to adopt this recovery policy.

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

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, Work Study students may be enrolled as AmeriCorps members. AmeriCorps member benefits are reserved to those individuals who enroll in an AmeriCorps position in a program that has been approved by the Corporation. Except as required by Federal Work Study regulations, AmeriCorps members may not be paid on an hourly basis.

Federal Work Study funds are treated as any other federal funds and do not change Grantee matching requirements.

## **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. No Corporation or other federal funds may be used to provide member support costs for a third or subsequent term of service in an AmeriCorps State or National Program.

In order to receive a full education award, a member must perform the minimum hours of service as required by the Corporation and successfully complete the program requirements as defined by the Program. For example, if successful completion of a full-time program requires 1,800 service hours, members in that particular program are not eligible for an education award simply upon completion of 1,700 hours.

If a member is released from a Program for compelling personal circumstances, the member is eligible for a pro-rated education award based on the number of hours served, if it is at least 15% of the total required hours. Questions regarding authorized uses of the education award should be directed to the Trust at (202) 606-5000 ext. 347.

## **13. MATCHING REQUIREMENTS.**

- a. Matching Obligation.** The Grantee must provide and account for the matching funds as agreed upon in the approved application and budget. All programs are encouraged to raise some funds from the private sector, i.e. non-federal funds.

The Corporation requires, at a minimum, the following aggregate matches:

- i. Member Support Costs : 15%**  
including Living Allowance, FICA, Unemployment Insurance, Worker's Compensation and Health Care

- ii. **Program Operating Costs: 33%**  
including Other Member Costs, Staff, Operating Costs, Internal Evaluation and Administration

For further requirements, refer to OMB Circular A-102 and its implementation regulation (45 C.F.R. 2543) or A-110 (45 C.F.R. 2541), as applicable.

- b. **Cash Match for Member Support Costs.** The Grantee's matching contributions for Member Support Costs (excluding health care) must be in non-federal monies, unless otherwise authorized in accordance with AmeriCorps Special Provision 11, Living Allowance. Tribal funds acquired through P.L. 93-638 are considered non-federal and may be used to match Member Support Costs. Unless otherwise agreed upon by the Corporation, programs must meet the grantee share of Member Support Costs, as indicated in the approved budget, during each reporting period.
- c. **Cash or In-Kind Match for Program Operating Costs.** Contributions, including cash and third party in-kind, will be accepted as part of the Grantee's matching share for Program Operating Costs (defined as those other than the Member Support Costs) when such contributions meet all of the following criteria:
  - i. They are verifiable from Grantee records;
  - ii. They are not included as contributions for any other federally-assisted Program;
  - iii. They are necessary and reasonable for the proper and efficient accomplishment of Program objectives; and
  - iv. They are allowable under applicable cost principles.
- d. **Cost Share.** The Corporation encourages private sector support over-and-above the matching fund requirement. As a general rule, the Corporation will treat cash or in-kind matching contribution that exceed the required minimum as cost-share...
- e. **Exception for Volunteer Community Service.** Because the purpose of this Grant is to enable and stimulate volunteer community service, the Grantee may not include the value of direct community service performed by volunteers. However, the Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit, training of staff and AmeriCorps Programs.
- f. **Administrative Costs.** Administrative costs cannot exceed 5% of total Corporation funds actually expended. Administrative costs which exceed the Corporation's maximum administrative cost limit of 5% but which otherwise would have been allocable to the Grant, are allowable as the matching share under the Administrative costs budget line item. See General Provisions, Clause 22, Administrative Costs.
- g. **Valuation.** The value of Grantee and third-party contributions of services and property will be determined in accordance with applicable cost principles set forth in OMB Circulars A-21, A-87 and A-122, and the approved budget.

#### 14. MEMBER RECORDS AND CONFIDENTIALITY.

- a. **Record-Keeping.** The Grantee must maintain verifiable records which document each member's eligibility to serve based upon citizenship or lawful permanent residency, birth date, level of education attainment, date of high school diploma or equivalent certificate (if attained), participation start date and end date, hours of service per week, location of service activities and project assignment. 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 with a minimum of 1700 hours of participation as a full-time member, 900 hours of participation as a part-time member, or 300-900 hours of participation as a reduced part-time member. The signed member contract must also be maintained in Grantee files.
- b. **No High School Diploma.** If a member does not have a high school diploma or its equivalent at the time of enrollment, the Grantee must maintain a record of the member's elementary or high school drop-out date, the member's written agreement to obtain a high school diploma or its equivalent before using the education award, and, if applicable, verification of the member's enrollment at an institution of higher education on an ability to benefit basis and eligibility for funds under section 484 of the Higher Education Act. 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. BUDGET AND PROGRAMMATIC CHANGES.

- a. **Programmatic Changes.** The State Commission or Parent Organization must obtain the prior written approval of the AmeriCorps Program Office before making the following changes in the approved Program:
  - 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 additional sub-Grants or contracts for AmeriCorps activities funded by the Grant but not identified or included in the approved application and grant budget .

- iv. Unless the Corporation share of the award is \$100,000 or less, cumulative amount budget line-items that amount to 10 per cent or more of the total program budget must be approved in writing in advance by the Corporation. The total program budget includes both the Corporation and Grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 per cent of the total program budget.
- b. Budgetary Changes.** The Grantee must obtain the prior written approval of the Corporation's Office of Grants Management before deviating from the approved budget in any of the following ways:
- i. **Reallocation of Funds from the "Member Support Cost"** category to other categories of the approved budget. However, the Grantee may reallocate funds within the line items in this category, except for increases in health care cost per member, which must be approved. The specific line items covered by this subclause are:
    - (a) Living allowance,
    - (b) FICA, worker's compensation, and unemployment insurance and
    - (c) Health care (or alternative health care).
  - ii. **Specific Costs Requiring Prior Approval Before Incurrence** under OMB Circulars A-21, A-87 or A-122. For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
  - iii. **Purchases of Equipment over \$5,000** using Grant funds, unless specified in the approved application and budget.
- c. Approvals of Programmatic and Budget Changes.** The Corporation's Grants Officers are the only officials who have the authority to alter or change the provisions or requirements of the Grant. The Grants Officers will execute written amendments or changes to the Grant, and Grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.

## 16. REPORTING REQUIREMENTS.

- a. **Financial Status and Progress Reports.** Progress and Financial Status reporting requirements in these Provisions apply only to the Grantee. Grantees are required to review, analyze, and follow up on progress and financial status reports it receives from AmeriCorps subgrantees or operating sites.

**Note: Sub-Grantee Financial Status and Progress Reports**

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

Each Grantee must submit Progress and Financial Status Reports by the required due dates. Requests for extensions of reporting deadlines will be granted when 1) the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the grantee and 2) the Corporation receives a request explaining the need



- c. **Benefit Provider Documentation.** Programs are responsible for contacting applicable benefit providers immediately and when a change of status affects the eligibility of a member or when a member leaves the program early.

## **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 progress and the availability of funds. The project period and the budget period are noted on the award document.

## C. GENERAL PROVISIONS

### 18. 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.*

### 19. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS.

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

- a. States, Indian Tribes, U.S. Territories, and Local Governments.** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:
  - i.** Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments -- 45 C.F.R. 2541.
  - ii.** OMB Circular A-87, Cost Principles for State and Local Governments.
  - iii.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
  
- b. Nonprofit Organizations.** The following circulars and their implementing regulations apply to nonprofit organizations:
  - i.** 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-122, Cost Principles for Nonprofit Organizations.
  - iii.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
  
- c. Educational Institutions.** The following circulars and their implementing regulations apply to educational institutions:
  - i.** 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-21, Cost Principles for Educational Institutions.
  - iii.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
  
- d. Other Applicable Statutes and Regulations.** The Grantee must comply with all other applicable statutes, executive orders, regulations and policies governing the Program, including but not limited to those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 C.F.R. Parts 2541 and 2543.

## 20. RESPONSIBILITIES UNDER GRANT ADMINISTRATION.

- a. Accountability of Grantee.** The Grantee has full fiscal and programmatic responsibility for managing all aspects of grant and grant-supported activities, subject to the oversight of the Corporation. The Grantee is accountable to the Corporation for its operation of the AmeriCorps Program and the use of Corporation grant funds. It must expend grant funds in a judicious and reasonable manner. Although Grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.
- b. Notice to Corporation.** The Grantee will notify the appropriate Corporation's 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.

## 21. FINANCIAL MANAGEMENT PROVISIONS.

- a. General.** The Grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Grant from expenditures not attributable to this Grant. This system must be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the Grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 C.F.R. 2543) or A-110 and its implementing regulations (45 C.F.R. 2541), as applicable.
- b. Source Documentation.** The Grantee must maintain adequate supporting documents for its expenditures (federal and non-federal) and in-kind contributions made under this Grant. Costs must be shown in books or records [e.g., a disbursement ledger or journal], and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, in-kind voucher, or similar document.

- c. Time and Attendance Records.
- i. **Staff.**
    - (a) Except as provided in (b) and (c) below, salaries and wages charged directly to this Grant or charged to matching funds must be supported by signed time and attendance records for each individual employee regardless of position, and by documented payrolls approved by a responsible official of the Grantee. Except as provided in (b) and (c) below, salaries and wages chargeable between this Grant and other programs or functions of the Grantee organization must be supported by signed time and attendance records for each individual regardless of position appropriately distributing the individual's time to the different programs or functions.
    - (b) Educational institutions are not required to support charges for salaries and wages with signed time and attendance records for professorial and professional staff if they are in compliance with the criteria in Section 8.b of OMB Circular A-21 for acceptable methods of documenting the distribution of charges for personal services.
    - (c) State, Local and Indian Tribal governmental units are not required to support charges for salaries and wages with signed time and attendance records if they are in compliance with the standards of Section 11.h of OMB Circular A-87 for the support and documentation of salaries and wages.
  - ii. **AmeriCorps Members.** The Grantee must keep time and attendance records on all AmeriCorps members in order to document their eligibility for in-service and post-service benefits. Time and attendance records must be signed both by the member and by an individual with oversight responsibilities for the member.
- d. **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 (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.

- e. **Consultant Services.** Payments to individuals for consultant services under this Grant will not exceed \$443.00 per day (exclusive of any indirect expenses, travel, supplies and so on).

## 22. ADMINISTRATIVE COSTS.

- a. **Definitions.** “Administrative costs” means general or centralized expenses of overall administration of an organization that receives Corporation funds and does not include particular Program or project costs. For organizations that have an established indirect cost rate for federal awards, administrative costs mean those costs that are included in the organization’s indirect cost rate. Such costs are generally identified with the organization’s overall operation and are further described in OMB Circulars A-21, A-87 and A-122. For organizations that do not have an established indirect cost rate for federal awards, administrative costs include:
  - i. Costs for financial, accounting, auditing, contracting or general legal services except in unusual cases where they are specifically approved in writing by the Corporation as program costs;
  - ii. Costs for internal evaluation, including overall organizational management improvement costs (except for independent and internal evaluations of the Program or project evaluations that are specifically related to creative methods of quality improvement); and
  - iii. Costs for general liability insurance that protects the organization(s) responsible for operating a Program or project, other than insurance costs solely attributable to the Program or project.

Administrative costs may also include that portion of salaries and benefits of the Program’s director and other administrative staff not attributable to the time spent in support of a specific Program or project. The principles that pertain to the allocation and documentation of personnel costs are stated in the OMB circulars that are incorporated in Corporation regulations [45 CFR 2541.220(b)].

Administrative costs generally do not include the following allowable expenses directly related to a Program or project (including their operations and objectives), such as:

- i. Allowable direct charges for members, including living allowances, insurance payments made on behalf of members, training and travel;
- ii. Costs for staff (including salary, benefits, training and travel) who recruit, train, place or supervise members or who develop materials used in such activities, if the purpose is for a specific Program or project objective;
- iii. Costs for independent evaluations and any internal evaluations of the Program or project that are related specifically to creative methods of quality improvement;
- iv. Costs, excluding those already covered in an organization’s indirect cost rate, attributable to staff that work in a direct Program or project support, operational, or oversight capacity, including, but not limited to: support staff whose functions directly support Program or project activities; staff who coordinate and facilitate single or multi-site Program and project activities; and staff who review, disseminate and implement Corporation guidance and policies directly relating to a Program or project;

- v. Space, facility and communication costs that primarily support Program or project operations, excluding those costs that are already covered by an organization's indirect cost rate; and
  - vi. Other allowable costs, excluding those costs that are already covered by an organization's indirect cost rate, specifically approved by the Corporation as directly attributable to a Program or project.
- b. Limitation by Statute.** Administrative costs cannot exceed 5% of total Corporation funds actually expended under this award.
- c. Fixed 5%.** If approved on a case-by-case basis by the Corporation, the grantee may charge, for administrative costs, a fixed 5% of the total of the Corporation funds expended. In order to charge this fixed 5%, the grantee match for administrative costs may not exceed 10% of all direct cost expenditures. These rates may be used without supporting documentation and are in lieu of an indirect cost rate.
- d. Indirect Cost Rates.**
- i. If grantees have an approved indirect cost rate, such rate will constitute documentation of the grantee's administrative costs including the 5% maximum payable by the Corporation and the grantee match of administrative costs.
  - ii. If a grantee wants to claim more than 10% match in administrative costs it must have or obtain an approved indirect cost rate. Where appropriate, the Corporation will establish an indirect cost rate that may be used for this and other federal awards.
- e. Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities as well as between activities supported by different sources of federal funds.

### **23. EQUIPMENT AND SUPPLIES COSTS.**

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

## 24. PROJECT INCOME.

- a. **General.** Income earned as a direct result of the Program's activities during the award period 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 Clause 4 of these Grant Provisions; or
  - iii. The service violates the non-displacement Provisions of the Act set forth in Clause 31 of these Grant Provisions.

## 25. PAYMENTS UNDER THE GRANT.

- a. **Advance Payments.** The Grantee may receive advance payments of Grant funds, provided the Grantee meets the financial management standards specified in OMB Circular A-102 and its implementing regulations (45 C.F.R. 2541) or A-110 and its implementing regulations (45 C.F.R. 2543), as applicable.
- b. **Immediate Cash Flow Needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Department of the Treasury in 31 C.F.R. 205.
- c. **Discontinuing Advance Payments.** If a Grantee does not establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement, the Corporation may, after providing due notice to the Grantee, discontinue the advance payment method and allow payments in advance only by individual request and approval or by reimbursement.
- d. **Interest-Bearing Accounts.** The Grantee must deposit advance funds received from the Corporation in federally-insured, interest-bearing accounts. The exceptions to this requirement follow:
  - i. **Institutions of Higher Education and Other Non-Profit Organizations.** If a Grantee is covered by 45 C.F.R. 2543 it must maintain advance funds in interest-bearing accounts unless:
    - (a) It receives less than \$120,000 in federal funds per year;
    - (b) The best reasonably available account would not be expected to earn interest in excess of \$250 per year on federal cash balances; or
    - (c) The required minimum balance is so high that it would not be feasible within expected federal and non-federal cash resources.Earned interest must be remitted annually to HHS-PMS , Rockville, MD 20852. Grantees may keep up to \$250 of interest per year to offset administrative expenses.
  - ii. **State and Local Governments.** All Grantees and sub-Grantees covered by 45 C.F.R. 2541, with the exception of State Governments and Indian Tribes, must remit earned interest quarterly to the Corporation. Grantees may keep up to \$100 of the earned interest per year to offset administrative expenses.

## **26. RETENTION OF RECORDS.**

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

## **27. SITE VISITS.**

The Corporation reserves the right to make site visits to review and evaluate Grantee records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary. To the extent feasible, these will be coordinated with, and in most cases organized by, State Commissions for AmeriCorps\*State programs, parent organizations for AmeriCorps\*National project sites, and Program Officers for AmeriCorps\*Tribes and Territories Programs. Site visits will be made in the least disruptive manner possible.

## **28. LIABILITY AND SAFETY ISSUES.**

- a. Liability Insurance Coverage.** The Grantee must have adequate liability insurance coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.

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

It is against the law for organizations that receive federal financial assistance from the Corporation for National Service to discriminate on the basis of race, color, national origin, 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 Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

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

Equal Opportunity Office  
Corporation for National Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
(202) 606-5000, ext. 312 (voice); (202) 565-2799 (TDD)  
(202) 565-2816 (FAX); [eo@cns.gov](mailto:eo@cns.gov) (e-mail)

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

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

The Corporation will provide specific guidance regarding records and compliance information. At a minimum, the Grantee should have available racial, ethnic, sex, and disability data regarding members/applicants, service recipients/applicants and Program staff/applicants. This data should be sufficient to measure the distribution of benefits to the eligible population and evaluate the services provided to the different segments of the population being served. Data on members and Program staff should be gathered, on a voluntary basis, directly from the individuals. Data on service recipients may be gathered, estimated, or based on census or other statistics.

Racial and ethnic data should be gathered for the following categories:

Hispanic/Latino/Spanish culture or origin or non-Hispanic/Latino/Spanish culture or origin (one or the other) and one or more of the following:

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

- e. Obligation to Cooperate.** The Grantee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Grantee shall permit access by the Corporation during normal business hours to its books, records, accounts, staff, members,

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

- f. Discrimination Complaints, Investigations and Compliance Reviews.** The Corporation may review the practices of the Grantee to determine civil rights compliance. Any person who believes discrimination has occurred may file a discrimination complaint with the Corporation's Equal Opportunity Office. The Grantee may not intimidate, threaten, coerce, or discriminate against an individual to interfere with a right or privilege secured by the civil rights acts or because the person made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing. The Corporation will keep the identity of complainants and witnesses confidential except as necessary to conduct an investigation, hearing, or judicial proceeding.

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

Discrimination complaints may be raised through the Grantee's grievance procedure. Use of the Grantee's grievance procedure may not be a required precursor to filing a federal discrimination complaint with the Corporation. Use of the Grantee's grievance procedure does not preclude filing a federal discrimination complaint. The Grantee's grievance procedure should advise members that use of the grievance procedure does not stop the running of Corporation time frames for filing a discrimination complaint with the Corporation. In all cases where discrimination allegations have been raised with the Grantee, the Grantee must submit a written report to the Corporation's Equal Opportunity Office, which has a review authority over the investigation and disposition of all discrimination complaints.

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

Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990, (42 U.S.C. 12635) or any other applicable non-discrimination provision.

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

- a. Supplementation.** Grant funds may not be used to replace state or local public funds that had been used to support Programs or projects of the type eligible to receive Corporation Grant funds. For any given Program, this condition will be satisfied if the aggregate non-federal public expenditure for that Program or project in the fiscal year that support is to be provided is not less than the previous fiscal year.
- b. Non-Duplication.** Grant funds may not be used to duplicate services that are available in the locality of a Program or project. The Grantee may not conduct activities that are the same or substantially equivalent to activities provided by a state or local government agency in which the Grantee entity resides.
- c. Non-Displacement.**
  - i. Prohibition on Displacing an Employee or a Position.** The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a member in a Program or project.
  - ii. Prohibition on Selecting an Employee for Participation.** The Grantee may not select a member who is employed by the Grantee or who was employed by the Grantee in the previous six months, unless the Corporation's AmeriCorps Program Office waives this requirement upon a sufficient demonstration of non-displacement.
  - iii. 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.
  - iv. 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.
  - v. 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.
  - vi. Other Prohibitions.** A member in a Program or project may not perform services or duties that have been performed by or were assigned to any:
    - (a)** Currently employed worker;
    - (b)** Employee who recently resigned or was discharged;
    - (c)** Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

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

## 32. 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.

### **33. 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.

### 34. 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 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.

### 35. EVALUATION.

- a. **Internal Evaluations.** The Grantee must track progress toward achievement of their Program objectives. The Grantee also must monitor the quality of service activities, the satisfaction of both service recipients and members, and management effectiveness. Internal evaluation and monitoring should be a continuous process, allowing for frequent feedback and the quick correction of weaknesses.
- b. **Independent Evaluations.** The Grantee may obtain an independent evaluation if provided for in the approved budget.
- c. **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.

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

- a. Suspension of the Grant.** In an emergency situation the Corporation may suspend a Grant for not more than 30 calendar days. Examples of such situations may include, but are not limited to:
- i.** Serious risk to persons or property;
  - ii.** Violations of federal, state or local criminal statutes; and
  - iii.** Material violation(s) of the Grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
- b. Termination of the Grant.** Pursuant to 45 C.F.R. 2540.400, the Corporation may terminate payments under the grant, revoke the designated member positions, or recover Grant funds for failure to comply with applicable provisions of this Grant. However, the Corporation will provide the Grantee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:
- i. Notice.** The Corporation will notify the Grantee by letter 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. ORDER OF PRECEDENCE.**

Should there be any inconsistency among the Grant Award, the AmeriCorps 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.