

SUBCONTRACT AGREEMENT

between the Council of the Great City Schools and The School Board of Broward County, Florida

This contract is entered into between Council of the Great City Schools, hereinafter referred to as CGCS, and The School Board of Broward County, Florida, hereinafter referred to as SBBC located at 600 Southeast Third Avenue, Fort Lauderdale, Florida.

Whereas the CGCS has entered into Cooperative Agreement Number 04NDHDC002 with the Corporation for National Service for award period August 1, 2004 to July 31, 2005 to provide support for the conduct of AmeriCorps programs with the principal goals of "Getting Things Done" in communities, strengthening the ties that bind communities together, and developing the citizenship and skills of Members. Attachment A contains a copy of the Cooperative Agreement.

Whereas the CGCS desires assistance in administering an AmeriCorps project designed to promote recruitment of urban teachers and the enhancement of student achievement in urban schools in accordance with the Scope of Work outlined in Attachment B, and

Whereas the performance of such service is consistent, compatible and beneficial to the academic role and mission of the SBBC and, in consideration of the mutual premises and covenants contained herein, the parties hereto agree as follows:

Article I - Grant Provisions

The Americorps® * USA-Direct & State Grant Provisions are attached to and made part of this Subcontract. Attachment C contains a copy of the Grant Provisions. In performance of this Subcontract, SBBC shall comply with and be subject to all applicable provisions of the Grant. In such regard, CGCS shall be deemed the Contracting Officer and SBBC shall be deemed the Contractor. Notwithstanding the foregoing, the terms of this Subcontract shall take precedence over conflicting provisions of the Grant.

Article II - Scope of Work

SBBC agrees to perform for CGCS the service activities described in the Scope of Work, (Attachment B), under the direction and supervision of Dr. Robert Parks, Director, Teaching and Learning Center at Florida Atlantic University. The SBBC will coordinate its work with the Teaching and Learning Center at Florida Atlantic University.

Article III- Contract Period

This contract shall become effective on August 1, 2004 and shall be completed on July 31, 2005, unless subsequent time extension, supplement, addition, continuation or renewal is mutually agreed upon in writing between the parties.

Article IV- Reporting Requirements

SBBC will provide electronic reports on the progress and financial status of the program. The SBBC will be responsible for providing CGCS an audit statement in accordance with OMB Circular A-133 on an annual basis during the contract period. The CGCS reserves the right to verify the information contained in those statements and the financial reports through observation at the site.

Article V - Compensation

CGCS agrees to reimburse the SBBC for services performed under this agreement in the amount of \$65,657.00 in accordance with the budget itemized in Attachment A (Cooperative Agreement). The SBBC and the Teaching and Learning Center at Florida Atlantic University are committed to an in-kind match for the project in the amount of \$31,979.00 in accordance with the itemized budget. Payment will be made in response to monthly reimbursement requests from the SBBC. The reimbursement request will include adequate and appropriate documentation for expenses incurred and of in-kind contributions.

Article VI - Conformity of Subcontract to Grant Agreement

The SBBC agrees in performing the Work under this Subcontract to conform to the applicable terms and conditions of the Grant to the same extent as CGCS is obligated thereunder. The parties hereto will take such actions as may be necessary or appropriate to facilitate CGCS's performance of the Grant as it relates to this Subcontract.

Article VII - Publications

The SBBC, engages only in research that is compatible, consistent and beneficial to its role and mission and therefore the results of such research activities must be reasonably available for publication.

Article VIII - Indemnification

The SBBC is solely and exclusively liable to third parties for all costs incurred by SBBC and for all claims of damages against SBBC arising out of or based on performance of this Subcontract. SBBC shall indemnify and hold harmless CGCS against all liability or loss, demands, suits, damages and against all claims or actions, fines or judgments (including costs, attorney's and witnesses' fees and expenses incident thereto) based upon or arising out of damage, or injury (including death) to persons or property caused by or sustained in connection with the performance of this Subcontract. SBBC shall also assume full responsibility for payment of all Federal, State, and local taxes or contributions imposed or required with respect to the performance of this Subcontract. Nothing herein shall be deemed to be a waiver of sovereign immunity by SBBC.

Article XI - Compliance with Laws

The SBBC agrees that it will comply with all applicable federal, state, and local laws, codes, regulations, rules and orders. This Agreement and all matters relating to it shall be governed by the laws and regulations of the State of Florida laws and regulations of without reference to the choice of law rules of any state. This Agreement, and all matters relating to it, may be enforced in and both parties do now submit to the exclusive jurisdiction and venue of any court having subject matter jurisdiction located in the City of Fort Lauderdale, State of Florida, including the United States District Court for the District of Florida, in the event of any litigation concerning this Agreement and regardless of where this Agreement may be executed. Each party consents to and agrees to file a general appearance in the event that it receives service of process.

Article X - Assignment

Neither party shall assign or transfer any interest in this contract, nor assign any claims for money due or to become due during this contract without the prior written approval of the other party.

Article XI - Patents and Inventions

The SBBC agrees to take appropriate steps to cause all personnel assigned to the research project to disclose any and all inventions and improvements conceived or reduced to practice any of such personnel in the performance of the research and relating to the subject matter thereof in the form of patent memoranda descriptive of such inventions and discoveries and containing adequate information necessary for the filing of patent applications. The SBBC shall retain all right, title and interest in and to such inventions and improvements and all patent applications therefore which it may file at its election. In consideration of CGCS's support of the project, the SBBC agrees to grant CGCS or an affiliate, at its request a non-exclusive, non-revocable, royalty free license or licenses to practice such inventions and improvements until the SBBC shall have abandoned its right to the title to said inventions and improvements, applications or patents. If the SBBC shall abandon its rights

to such inventions, improvements, applications or patents, the SBBC shall assign to CGCS all of its right, title and interest in and to such inventions, improvements, applications and patents.

Article XII - Publication by Commission

CGCS will not include the name of the SBBC in any advertising, sales promotion or other publicity matter without prior written approval of the SBBC.

Article XIII - Termination

This contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least forty-five (45) days prior to intended dates of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

Article XIV - Changes and Amendments

This contract constitutes the entire agreement between the parties. All amendments and/or changes shall be by written instrument executed by the parties of hereto.

Article XV - Notices

All notices to this agreement shall be by written instrument executed by the parties hereto and shall be directed to the following individuals:

For SBBC

Original to: Dr. Franklin Till, Superintendent
School Board of Broward County
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Copy to: Dr. Robert Parks, Director
Teaching and Learning Center
Florida Atlantic University
Davie Campus, Liberal Arts Building
2912 College Avenue
Davie, Florida 33314

For CGCS

Original to: Michael Casserly
Executive Director
Council of the Great City Schools
1301 Pennsylvania Avenue, N.W. Suite 702
Washington, D.C. 20004

Copy to: Shirley S. Schwartz
Director of Special Projects
Council of the Great City Schools
1301 Pennsylvania Avenue, N.W. Suite 702
Washington, D.C. 20004

In Witness Whereof, the parties hereto have caused this contract to be executed as of the date set forth herein by their duly authorized representatives.

FOR COUNCIL OF THE GREAT CITY SCHOOLS

(Corporate Seal)

Council of the Great City Schools

Name of Corporation or Agency

ATTEST:

Michael Casserly
Michael Casserly, Secretary

By Michael Casserly
Michael Casserly, Executive Director

-or-

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath.

Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

FOR SBBC

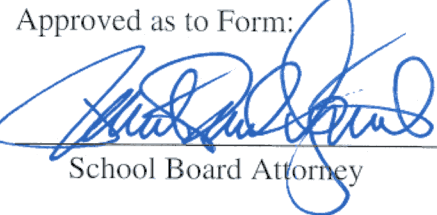
(Corporate Seal)

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Stephanie Arma Kraft, Esq., Chair

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:


School Board Attorney

ATTACHMENT A
COOPERATIVE AGREEMENT

Notice of Grant Award

Corporation for National and Community Service

1201 New York Ave., NW
Washington, DC 20525
(202) 606-5000

AmeriCorps*National

Grantee

The Council of the Great City Schools
1301 Pennsylvania Avenue Suite 702 Washington DC 20004-1701

EIN: 362481232

Award Information

Agreement No.: 04NDHDC002 Project Period: 08/01/2004 - 07/31/2007
Amendment No.: 1 Budget Period: 08/01/2004 - 07/31/2007
CFDA No.: 94.006

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the National and Community Service Act of 1990, as amended (42 U.S.C. §12501 et seq.).

Funding Information

Current Year	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$717,975	\$0	\$717,975
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$717,975	\$0	\$717,975
Cumulative Funding for Project Period			
Total Awarded in Previous Years			\$0
Total CNCS Funds Awarded to Date			\$717,975

Member Information

Member Education Awards as of this Amendment

	W/Allowance	WO/Allowance
Full Time (1700 hours)	0	74
Half Time (900 hours)	45	40
Reduced Half Time (675 hours)	0	0
Quarter Time (450 hours)	4	12
Minimum Time (300 hours)	0	0
2nd year of 2-yr Half Time	0	0
Full-Time Equivalent (FTE Awards)	120.5	

Special Conditions/Other

The purpose of this amendment is to increase the number of slots (8) and FTEs (8) available to The Council of the Great City Schools.

All other terms and conditions of this award remain unchanged.

Terms of Acceptance: By accepting funds under this grant, the Grantee agrees to comply with all provisions of the grant that are on the Corporation's website at <http://egrants.cns.gov/provisions/ACProvisions2004.pdf>, all assurances and certifications made in the Grant application, and all applicable federal statutes, regulations and guidelines. The Grantee agrees to administer the funded Program in accordance with the approved Grant application and budget(s), supporting documents, and other representations made in support of the approved Grant application.

Corporation for National and Community Service:

Stacy Bishop, 202-606-5000 X150
Grants Official

Notice of Grant Award

1201 New York Ave., NW
Washington, DC 20525
(202) 606-5000

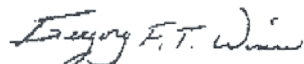
AmeriCorps*National

Grantee

The Council of the Great City Schools
1301 Pennsylvania Avenue Suite 702 Washington DC 20004-1701

EIN: 362481232

Corporation for National and Community Service:



09/28/2004

Sueko E. Kumagai, 202-606-5000 x418

Program Official

Signature

Date

Gregory F. Winn

Name (typed)

Senior Grants Officer

Title

Run by S\$CHWART

RPT_BGT_424

on September 29, 2004 3:56 PM

Urban Education Service Corps - Broward County**Florida Atlantic University/Broward County Public Schools**

Application ID: 04ND041500

Budget Dates:

	Total Amt	CNCS Share	Grantee Share
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Section I. Program Operating Costs

A. Personnel Expenses	41,650	28,900	12,750
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B. Personnel Fringe Benefits	9,405	6,526	2,879
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C. Travel

Staff Travel	2,000	2,000	
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Member Travel			
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Total	\$2,000	\$2,000	\$0
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D. Equipment

E. Supplies	2,500	1,500	1,000
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F. Contractual and Consultant Services	31,050	20,700	10,350
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G. Training

Staff Training	7,000	2,000	5,000
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Member Training			
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Total	\$7,000	\$2,000	
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H. Evaluation**I. Other Program Operating Costs**

Travel to CNCS-Sponsored Meetings	750	750	0
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Total		\$750	\$0
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	\$62,376	\$31,979
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Section I. Subtotal**Section II. Member Costs****A. Living Allowance**

Full Time (1700 hrs)	0	0	0
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Half Time (900 hrs)	0	0	0
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Reduced Half Time (675 hrs)	0	0	0
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Quarter Time (450 hrs)	0	0	0
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Minimum Time (300 hrs)	0	0	0
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2nd Year of 2-Year Half Time	0	0	0
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Total			\$0
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B. Member Support Costs

FICA for Members			
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Health Care			
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Total	\$0	\$0	\$0
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	\$0	\$0
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Section II. Subtotal**Section II. Percentages****Section III. Administrative/Indirect Costs****A. Corporation Fixed Percentage**

Corporation Fixed Amount	3,281	3,281	0
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Total	\$3,281	\$3,281	\$0
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B. Federally Approved Indirect Cost Rate

	\$3,281	\$3,281	\$0
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Section III. Subtotal

		67.2%	32.8%
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Section I + III. Funding Percentages

Budget Totals	\$97,636	\$65,657	\$31,979
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Total FTEs

Cost/FTE

Modified SF-424A (4/88 and 12/97)

Budget Narrative: Urban Education Service Corps - Broward County for Florida Atlantic University/Broward County Public Schools

Section I. Program Operating Costs

A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
Project Coordinator: - 1 person(s) at 55000 each x 50 % usage	27,500	0	27,500
Clerical Staff: - 1 person(s) at 28000 each x 5 % usage	1,400	0	1,400
Project Director: - 1 person(s) at 85000 each x 15 % usage	0	12,750	12,750
CATEGORY Totals	28,900	12,750	41,650

B. Personnel Fringe Benefits

Purpose -Calculation -Fringe Amount	CNCS Share	Grantee Share	Total Amount
Fringe Benefit rate is 22.58%: \$28,900 x 22.58% = \$6,526 \$12,750 x 22.58% = \$2,879	6,526	2,879	9,405
CATEGORY Totals	6,526	2,879	9,405

C. Travel

Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel for 1 project staff to 2 parent organization sponsored meetings: \$1,000 per trip x 2 trips (\$400 airfare, 2 nights lodging at \$150/night, 3 meals/day x 2 days, ground transportation \$150)	2,000	0	2,000
CATEGORY Totals	2,000	0	2,000

Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Standard gear uniforms: \$33/set x 25 members	825	0	825
Consumable supplies, copying, instructional materials:	675	1,000	1,675
CATEGORY Totals	1,500	1,000	2,500

F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Mentor Teachers: \$40/hour x 30 hours x 25 members- Daily Rate of	30,000	0	30,000
Mentor Teachers' time contributed: \$40/hour x 15 hours x 25 members- Daily Rate of	0	15,000	15,000
CATEGORY Totals	30,000	15,000	45,000

G. Training

Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Orientation sessions, workshops, educational conferences and inservice education activities: \$280/member x 25 members- Daily Rate of	2,000	5,000	7,000
CATEGORY Totals	2,000	5,000	7,000

H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: \$750 for travel and meeting expenses	750	0	750
CATEGORY Totals	750	0	750
SECTION Totals	71,676	36,629	108,305

Section II. Member Costs**A. Living Allowance**

Item - # Mbrs w/ Allow - Allowance Rate - # Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 0 Member(s) at a rate of 0 each Members W/O allowance 25	0	0	0
Half Time (900 hrs): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Reduced Half Time (675 hrs): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Quarter Time (450 hrs): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Minimum Time (300 hrs): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
2nd Year of 2-Year Half Time: 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
CATEGORY Totals	0	0	0

B. Member Support Costs

Purpose - Calculation	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0
SECTION Totals	0	0	0

Section III. Administrative/Indirect Costs**A. Corporation Fixed Percentage**

Item - Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: 5.26% of \$71,676	3,770	0	3,770
CATEGORY Totals	3,770	0	3,770

B. Federally Approved Indirect Cost Rate

Calculation - Rate - Rate Claimed - Cost Basis - Cost Type	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0
SECTION Totals	3,770	0	3,770
BUDGET Totals	75,446	36,629	112,075

Source of Funds

Section	Description
Section I. Program Operating Costs	\$15,629 will be contributed, in-kind, by Florida Atlantic University to defray salary and benefits for project staff. \$15,000 will be contributed by FAU, in-kind, to cover some of the costs of mentor teachers and \$1000 will be contributed, in-kind, for supplies needed for the project. \$5,000 will be contributed, in-kind, by FAU and Broward County Public Schools for faculty and resource teacher time for member training.
Section II. Member Costs	
Section III. Administrative/Indirect Costs	

ATTACHMENT B
SCOPE OF WORK/PROGRAM OBJECTIVES

Narratives

Executive Summary

Nowhere is the need to improve student achievement and school success more urgent than in the nation's urban centers. The sixty-one school districts represented in the Council of the Great City Schools educate some 7.3 million of America's students ' but 40% of the nation's low-income students.

The Council districts hold a challenge for America, for it is in these districts that the achievement gaps and expectation gaps for poor and minority students are often most severe. It is also in these districts that the shortage of highly qualified and diverse teachers is most profound. Today more than ever, urban districts are facing unique challenges owing to growing student enrollments, meeting the requirements of the No Child Left Behind Act for highly qualified teachers and increased student achievement, accelerating rates of teacher retirements, and class-size reduction initiatives.

The Council of the Great City Schools is proposing the Urban Education Service Corps (UESC) project to address the critical teacher shortage and low student achievement in hard-to-staff urban schools. The UESC will recruit and train a diverse cohort of AmeriCorps members to serve either as tutors, under the guidance of classroom teachers, or as a part of a professional corps as the teacher of record.

For the past nine years, as a national direct AmeriCorps project, the UESC has provided a pathway from national service into the teaching profession by offering members experiences and training in urban schools. The UESC has placed cohorts of diverse members in hard to staff schools as classroom tutors and mentors and has facilitated the implementation of after school enrichment programs, and helped involve parents and the community in the life of the school. Operating site partnerships between the school districts and nearby colleges of education have supported the matriculation of members into teaching certification programs or into jobs as teachers or paraprofessionals.

Narratives

Although the UESC model has been successful in meeting the goal of facilitating minority' candidates' entry into teaching, there is a lag in time between service in the UESC and becoming a licensed teacher. By expanding our program model to include some members as part of a professional corps of teachers the UESC will be able to scale up efforts to immediately meet the need to fill hard to staff classrooms with highly qualified teachers.

First, a motivated, well-trained cohort of 101 diverse part-time Corps members will serve as tutors and mentors at four operating sites. The direct service activities that will be offered will be specifically tailored to the curriculum and instructional needs of host school sites and will include: tutoring, particularly in literacy; activities to enhance school success skills; developing and managing after-school tutoring and enrichment programs; volunteer generation; and student and member service learning projects.

Second, three operating sites will host a professional corps of 70 teachers. These members will be hired by the school district as the teacher of record and will be enrolled in an approved alternative certification program leading to teacher licensure. Professional teacher corps members will engage their students in service learning activities through the school curriculum and will themselves be engaged in volunteer mobilization and generation with the parents of their students.

To ensure goodness of fit with the goals of the UESC, there will be a common evaluation plan and common performance measures across operating sites. It is anticipated that the outcomes of the project will be the recruitment of a cohort of diverse candidates preparing to become highly qualified teachers, the preparation and retention of alternatively certified highly qualified teachers for the urban workforce, and enhanced academic achievement for at-risk students in hard-to-staff schools.

Narratives

Summary of Accomplishments and Outcomes

For the grant cycle 2001-2004, five urban school district and college of education partnerships, reflective of the regional and demographic diversity of the Great City Schools and the Great City Colleges, made up the Urban Education Service Corps (UESC) project.

Outcome data is available for two of the three years of funding (2001-2003). In those years, a total of 230 part-time members served in the UESC. At least 60% of each year's cohort were representatives of minority populations. Some 75% of the members were female, 25% were males, and 3% were members with disabilities. Our member retention rate was high nearing 75%. For the 2003-04 year we have 73 members serving part-time in classrooms and after school enrichment programs.

Every year 3,000 children in some 53 hard-to-staff urban schools and in about 235 different classrooms benefited from approximately 57,000 hours of tutoring and instructional assistance in the areas of reading, writing, mathematics, and science. Outcome data from these years suggests that between 62%-65% of the at-risk students improved one letter grade in reading/literacy or mathematics/science over the course of the school year. Data collected on changes in the school success skills of the mentored students, indicated that some 65% of the students were rated as having improved and were observed using more learning strategies, becoming more cooperative in group work, and showing positive motivation toward learning tasks.

During this grant period, the UESC was able to serve more children and youth in a wider range of settings, offering more after school enrichment programs (i.e., arts programs and homework help clubs) than in previous years. In many cases, these activities were done in collaboration with community and faith-based organizations. In each of the of the program years, some 600 children benefited from these out of school programs on a weekly basis.

Narratives

Members planned and organized service learning projects with the students. Approximately 1400 children and youth volunteered time in some 83 different service learning projects. The UESC also recruited about 265 volunteers and these volunteers donated over 2,000 hours of service per year. Additionally, members volunteered time in the broader community, above regular service assignments, through the development of independent service learning projects with local community agencies and faith-based organizations. It is estimated that Corps members spent some 20,000 hours per year in community service activities. Further, the UESC conducted outreach activities such as weekly ESL classes, school-community fairs, clothing and book drives, college awareness evenings, and parent-child literacy workshops intended to involve parents in the life of the school. As a result of these efforts, parent involvement in school activities increased at all operating sites.

Surveys of former members for these years indicate that the UESC experience influenced members to become urban educators, develop a greater sense of social and civic responsibility, understand the needs, problems, issues and concerns of the local community, and to continue to contribute time and effort to volunteer service. A significant number of Corps members choose teacher education as a college major (some 40%), or were hired by urban school systems as teachers (some 30%) or paraprofessional educators (15%).

Over the past several years, the UESC provided the kinds of educational and community-building resources that national service makes possible. The UESC met community needs by recruiting and training diverse cohorts of AmeriCorps members to serve in some of the nation's most difficult schools enhancing the academic achievement of at-risk students and creating a high quality pathway into careers in urban education.

Narratives

Organizational Capacity

1. Ability to provide sound program and fiscal oversight

a) Management structure

Each operating site, which is a partnership between the school district and a nearby college of education, will have a project director and a project assistant. The project director will be a member of the faculty of the college of education or a member of the central administration of the school district. Directors will be given release time to coordinate and manage the project. Project assistants, selected from a pool of graduate education students, master teachers, or teacher coordinators, will be hired to assist the project director. Project directors will have responsibility for recruitment of members, member training and supervision, data collection, maintaining contact with the Parent Organization, and complying with reporting requirements. Further, on-site school staff such as the principal, classroom teachers, resource teachers and teacher coordinators will provide the day-to-day supervision and support for members serving as tutors in classrooms. In the case of the Teacher Corps members, school district personnel, mentor teachers and university faculty working with the alternative teacher preparation program will be responsible for the day-to-day support of these classroom teachers. The project will also benefit from the rich resources that urban schools, districts, and colleges of education can offer beginning professionals.

b) Building a national program

Most important, operating sites will be linked together by a strong commitment to improving urban education through the recruitment, preparation, and retention of a highly qualified teacher workforce. The operating sites will all have a common set of program elements and activities focused on

Narratives

attracting new, more diverse populations of future teachers for the urban workforce, raising student achievement and enhancing school success skills, providing training and direct hands-on experiences appropriate to member assignments, developing an ethic of service in members, and building partnerships between school districts, colleges of education, and the community.

Each operating site will individualize and contextualize the delivery of the common program elements to fit the site-specific programming needs of the school districts. For instance, one common element of four sites of the project will be classroom literacy tutoring and instruction. While members will serve in urban schools where the literacy curricula meet the criteria of the No Child Left Behind Act for systematic reading instruction and practice, the form this classroom instruction takes in any one district or school may be quite different. Members will participate in literacy training sponsored by the school district and there will be direct linkages between the instructional program of the district and the content of training done by project staff. Similarly, while Professional Teacher Corps members will be enrolled in an alternative teacher preparation program, a common element of these three sites, the specific activities of programs will vary according to state and district regulations for licensure.

Over the period UESC has already been in operation there has been little, if any, divergence from mission and vision. We believe the variation on the UESC model we are proposing, the addition of a professional corps of teachers, will make the program more responsive to local needs while still maintaining a common set of goals and activities. A clearly stated mission that has been agreed upon by all stakeholders in the project and that is consistently articulated in the everyday implementation of the project and the continuity of having a stable core of operating sites and staff has helped us to remain focused and true to the vision, goals, and objectives of the UESC.

To help maintain the mission and vision of the UESC, the Parent Organization will hold twice yearly

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operating site project directors' meetings and will arrange for regular communication with the sites through visits, email, and conference calls. An Internet Communications Center will be developed early in the program year to promote closer linkages across and between sites and with the Parent Organization. The Parent Organization will provide an important overarching level of quality assurance and review through regular contact with the sites to maintain the concept, mission, and vision of the project.

b) Capacity to manage finances

The Council of the Great City Schools has been the recipient of a number of federal grants and contracts. The Council has successfully managed grants and contracts from the Corporation for National and Community Service, the U. S. Department of Education (Office of Elementary and Secondary Education, Office of Adult and Vocation Education, Office of Educational Innovation and Research), the U.S. Department of Labor, and the National Science Foundation

The Director of Finance at the Council has had nine years of experience controlling and monitoring the fiscal aspects of an AmeriCorps grant and is well versed in the regulations and procedures of federal grants administration. The Director of Finance will monitor financial transactions on Web-Based Reporting System (WBRS) on a regular basis and will be in frequent contact with operating site personnel to ensure compliance and to provide technical assistance and feedback. Each of the fiscally responsible partner institutions (either the school district or university) is the recipient of many federal grants and all are conversant with regulations governing the expenditure and reimbursement of federal monies. Further, all of the institutions have specific experience managing AmeriCorps funds either through the UESC project or other AmeriCorps projects. Four of the seven sites have been using the WBRS for financial reporting for the past three years.

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c) Role of key staff persons responsible for the program

Under the supervision of the Executive Director of the Council, the National Project Director, with the help of a project assistant, will be responsible for the overall management of the project. The Director of Finance and Administration will manage aggregate finances and reimbursable funds to operating sites. Other staff at the Council will assist with clerical work, managing the project's Internet Communications Center, and data analysis when appropriate.

Dr. Shirley Schwartz, Director of Special Projects, will serve as the National Project Director. She has a background in curriculum and instruction, educational research, program evaluation, urban teacher preparation, and program management. A former research faculty member at the University of Maryland, and associate dean at Trinity College, Dr. Schwartz oversees the Council's efforts around teaching and learning, and is a nationally recognized leader in issues of the recruitment, preparation and retention of teachers for urban settings, research and evaluation of model programs for at-risk students, and professional development policy and practice issues. She has had extensive experience as a project director and principal investigator on federally and foundation funded projects and regularly sits on national advisory boards and task forces focused on educational reform in urban schools. Dr. Schwartz has been responsible for the overall management of the UESC for the past nine years.

A project assistant will be hired and trained to work full-time on the project. The project assistant, under the supervision of the Project Director, will have responsibilities for monitoring WBRS using UESC protocols, maintaining project records and correspondence, making site visits, conducting data collection and analysis tasks, and supporting operating site staff. Dr. Michael Casserly, Executive Director, nationally known for his efforts on behalf of urban education will contribute time to the

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project for executive oversight and dissemination efforts. Ms. Teri ValeCruz, Director of Finance and Administration, has a MBA degree and a strong background in managing the financial and administrative aspects of non-profit organizations. As mentioned previously, she has managed the fiscal aspects of the UESC for the past nine years and is responsible for managing other federally funded contracts and grants at the Council. The Council Webmaster will assist with the set-up and maintenance of the UESC Internet Communications Center. The research staff of the Council will be available to assist with the design of evaluation plans, new measurement instruments and data analysis.

2. Relationship with and monitoring of operating sites

a) Selection and supervision of operating sites

All of the school districts participating as operating sites are member districts of the Council. Their college partners in the project are members of the Council's affiliate, the Council of the Great City Colleges of Education. Operating sites were selected based on a record of effective school/college collaboration, particularly around issues of urban school reform, and demographics characterized by high concentrations of minority and poor students (especially high proportion of African-American, Hispanic and Latino students). The school district and college partners invited to participate in the project all have a strong record of successful collaborative projects with the Council. Further, all sites are in urban districts which receive Title I funds and where the literacy curricula meet the criteria of the No Child Left Behind Act for systematic reading instruction and practice.

Three of the seven operating sites, Long Beach Unified School District/California State University, Dominguez Hills; Denver Public Schools/University of Colorado, Denver; and Omaha Public

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Schools/University of Nebraska, Omaha, have participated in the UESC project since its inception and were instrumental in the original conception and design of the project. Los Angeles Unified School District/California State University, Northridge has been a site for the past three years. Each of these sites has been invaluable in the revision and modification of the project, and each has a strong track record of accomplishment as a UESC operating site.

The three new sites, Houston Independent School District/University of St. Thomas; Clark County School District(Las Vegas)/University of Nevada, Las Vegas; and Broward County Schools (Ft. Lauderdale)/Florida Atlantic University, met the criteria listed above and are among the fastest growing school systems in the country, and have the greatest need each school year for new teachers. Each was a recent successful participant with the Council on a federally funded national multi-site project focused on recruiting and preparing mid-career and recent college graduates through an alternative certification program for positions as special education teachers. Each of these sites has demonstrated the ability to work cooperatively and collaboratively with one another and with the Council as a grantee.

b) Ability to monitor overall program

The Parent Organization, with assistance from Corporation program officers, has developed a process of monitoring operating site performance during previous years of operation. We will continue to use and refine the system to track site progress, identify issues, strengths and weaknesses, and share information with sites. The Parent Organization staff will be in frequent contact with operating site staff, will make regularly scheduled visits to operating sites, and convene strategic planning meetings with site directors and staff. Monitoring of the Corporation's Web-Based Reporting System (WBRS) will be an important source of information (financial and programmatic) for determining if operating

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sites are in compliance with grant requirements and on track to meet program outcomes and to determine mid-course corrections.

The 'AmeriCorps Provisions' as well as the 'AmeriCorps Program Directors Handbook,' and the 'AmeriCorps Member Handbook' will be used as the baseline for establishing monitoring plans. UESC staff at the Council of the Great City Schools is familiar with and uses these materials to guide decisions on risk indicators and other factors that may impact the operation of the UESC.

The Parent Organization staff will work with individual UESC sites in a number of ways to monitor activities. Primary contact will be through weekly phone calls, e-mail communications, letters, memos, conference calls, fax updates, and site visits. To ensure that operating sites receive objective and constructive feedback from site visits, the CNS 'Program Review Instrument' will be used. Operating site project personnel will receive a copy of the 'Program Review Instrument' before the site visit. Following the site visit, a written report, based on information obtained from the 'Program Review Instrument,' and from meetings and discussions with program and financial staff, Corps members, and operating site administrators will be sent to the project director. This report will be sent within two weeks of a visit and will include action items with timelines.

The Parent Organization staff will use the following protocol to organize and maintain monitoring activities and information: A written operating site log will be used to track information gathered on a weekly basis from operating sites on progress toward annual goals, performance measures, and grant compliance issues; Monthly, a short written narrative summary of operating site progress will be compiled from the contact log, review of WBRS information (i.e., APR Performance Measures data, Member forms, FSRs), and site visits for analysis of progress toward accomplishments; On a quarterly basis, the data collected on each operating site will be reviewed for progress toward

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accomplishing objectives; Parent Organization staff will assess the adequacy of progress and suggest adjustments if needed; Operating sites performing below the established quality level will be notified in writing of needed corrective actions. Technical assistance will be offered, including site visits. If satisfactory progress is not made within a reasonable period of time, the National Project Director in conjunction with the UESC Steering Committee will make decisions on a course for further action. This system of monitoring has been successful for us. It has allowed us to detect issues and problems early and find solutions in a cooperative way with our operating sites.

c) Ability to provide training and technical assistance

We plan to use the following system to determine the technical assistance needs of operating sites. Contact to gather information on technical assistance needs will be made through our regular channels of communicating with operating sites (i.e., at least weekly calls, email communication, the UESC Internet Communications Center, twice yearly site visits). In particular, the UESC Internet Communication Center will provide an excellent means for determining the immediate needs of the operating sites. A bulletin board on the Communication Center will provide a way for operating site staff to communicate with one another and the Parent Organization around issues, promising practices, and solutions to common or unique project activities. Further, over past years of operation, the Parent Organization has established mechanisms and procedures for supporting operating sites with training and technical assistance. There are fully developed sets of materials (e.g., member handbook, member contracts, orientation packets, record keeping forms, and data collection instruments) that support the operation of the project. These materials will be adapted for use by the new operating sites and experienced UESC project directors will be available to provide technical assistance to the staff of the three new sites. In addition, strategic planning meetings with operating site project staff will be held in the fall and spring of the program year that will help determine

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training and technical assistance needs. Data gathered in this manner will be used proactively to provide needed assistance. In sum, technical assistance will be provided on a continuing and as needed basis by the Parent Organization, through the network of national service providers, and through the colleges of education and school systems in the project.

Preparation for placement of tutor members in schools and classrooms will start with contact with building principals prior to the start of the program year. At each participating school site, the project director will meet with the principal to give background information on the project, project expectations, and guidelines for roles and responsibilities in providing members with a substantive experience in the life of the school as well as guidelines for the supervision and support of members. In some cases, principals may request project staff to do a presentation for the faculty of the school; in other cases, principals may choose teachers and classrooms to host a UESC Corps member. Once teachers are chosen at a particular school, project staff will conduct UESC orientation sessions. The orientation sessions for participating teachers will include an overview of AmeriCorps, a history of the UESC, and information on how the project fits into the national service network. Further, teachers and staff will be given copies of UESC materials, including the 'UESC Member Handbook' (which contains copies of member contracts, grievance procedures, and school district guidelines for volunteers/students working in classrooms), that delineate the guidelines for member service in the classroom. Orientation sessions will also give school staff an opportunity to suggest appropriate training sessions and instructional materials to help members with their role as tutors and instructional assistants in the classroom.

Corps members also have a role in the preparation of the school sites. Corps members will call and/or visit their supervising teacher before the program year starts in September to become acquainted with the teacher and school setting and to discuss areas of expertise and expectations. Additionally, at the

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beginning of the program year, project staff will have a joint meeting of all Corps members, teachers and principals, and participating college faculty and administrators to reinforce the concept of the UESC and its role in the goals of the schools and the national service network.

Preparation for Teacher Corps members will follow the established procedures and routines of the host school district for the placement of alternative preparation teachers in schools as the teacher of record.

These members will be oriented to the school in which they are placed through the established orientation programs for beginning teachers in the district. Typically, the teaching corps members will attend a summer program designed to prepare them for the initial weeks of teaching. During this summer program, UESC will meet with the members. Additionally, UESC project staff will meet with the administrative staff of the school to discuss the members participation in the UESC program.

3. Track record of accomplishments as an organization

a) Past experience and institutional capacity

The Council has been the Parent Organization for the UESC for the past nine years and has demonstrated the ability to successfully implement a multi-site national service project. Additionally the Council has had extensive experience operating and monitoring comparable multi-site programs. Recently, Council directed the Great City Teacher Project, a federally funded program in five urban districts to recruit and prepare mid-career and recent college graduates as special education teachers. Past multi-site projects have included the Urban Teacher Academy Project, funded by the U.S. Labor Department's School-to-Work Office and the U. S. Department of Education's Office of Vocational and Adult Education, which was a nine-city site project to help urban school districts and colleges of education partner to establish high school teaching career academies. The Council has also

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collaborated with the National Education Association on a project focused on programs to support teachers through the National Board for Professional Teaching Standards process in six cities.

Further, as a membership organization, the Council regularly manages, coordinates, and delivers technical assistance and capacity building services to its member districts and plans and conducts large-scale annual conferences and meetings.

4. Plans or systems for self-assessment, evaluation, and continuous improvement

a) Plans for tracking and evaluating progress toward performance measures

Tracking and evaluating the progress of the project will be carefully specified, realistic, and tied to project performance measures. As already mentioned, we will be in frequent contact with the operating sites and will use multiple methods to gather information on the progress of the project. The UESC already has an evaluation plan that has been refined over past years of project implementation. In addition to our performance measures, key elements of the plan include a full range of survey instruments and data collection tools to gather relevant information on the implementation of the project and monitor outcomes. This plan will be revised to accommodate the activities of the three new sites. Specifically, performance measures will be developed and added to capture data on the recruitment and retention of Teacher Corps members.

A number of quantitative and qualitative measurement instruments, most specifically designed for the UESC in collaboration with Project STAR, will be used to assess and monitor the activities and impact of the project (see performance measure sheets for details). All operating sites will be trained in the use of the instruments and will collect and analyze data on a regular basis. Operating sites will be required to enter data into WBRS on a quarterly basis. The Parent Organization will be responsible

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for reviewing and aggregating this data across sites. The Parent Organization will share the results of the data collection with the operating sites on a regular basis and use the information, in collaboration with the sites, for continuous program improvement. WBRS generated Progress Reports will be written twice during the program year by each of the operating sites. Again, information from the Progress Reports will be used to inform mid-year corrections and to celebrate successes. Lastly, in an effort to track progress over the life of the project and to determine impact, we will consult with Project STAR and investigate hiring a consultant to help design and conduct an independent evaluation of the UESC.

b) Plans for identifying issues, gathering feedback, and providing feedback

Plans for identifying issues, strengths and weaknesses have already been detailed above. The information will be shared with operating sites personnel as it is gathered and analyzed during the program year. Feedback from members and host site recipients will be gathered in a number of ways. First, Parent Organization staff will meet with members, classroom teachers, school principals, central school district administrators, deans and faculty at the operating sites during the twice-yearly visits. A protocol will be developed to guide the meetings/interviews. Information gathered in this way will be shared with the relevant stakeholders orally and in writing.

Second, the Member Evaluation form, completed by local personnel twice during the program year, will provide an opportunity for those supervising or mentoring members to provide feedback on the member and the project to the staff. Members will also have numerous opportunities to provide feedback on their experiences through regular meetings of the cohort and through a middle and end of year survey of their perceptions of their experiences as AmeriCorps members. Aggregated information from these surveys will be shared with the members. Feedback surveys will also be

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conducted for all parent involvement activities sponsored by the UESC and this information will be used to guide future events and determine parent satisfaction.

Twice yearly the National Project Director will report to the Steering Committee of the UESC at meetings of the Council of the Great City Schools. Finally, a year-end report will be developed detailing the progress the project had made during the year. This report will be suitable for dissemination to the stakeholders at the operating sites and to others interested in national service as a pathway to careers in urban education. At the end of the three year project, we plan to develop a final report that will be a useful tool for urban school systems and colleges of education to use to link national service with enhanced achievement for students and improved teacher recruitment and preparation.

Needs and Service Activities

D. PROGRAM DESIGN

1) Needs

The project we are proposing, the Urban Education Service Corps (UESC), addresses critical teacher shortages and low student achievement in hard-to-staff urban schools. Nowhere is the need to improve student achievement and school success more urgent than in the nation's urban centers. The sixty-one school districts represented in the Council of the Great City Schools educate some 7.3 million of America's students ' but 40% of the nation's low-income students, 42% of its limited English proficient youngsters, and 13% of students with special needs.

The Council districts hold a challenge for America, for it is in these districts that the achievement gaps

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and expectation gaps for poor and minority students are often most severe. In fact, poor and minority students over represent low-performance at all levels of educational attainment. Unfortunately, as it now stands, these students are disproportionately exposed to teachers with less training and experience, for it is in these school districts that the shortage of qualified and diverse teachers is most profound.

Although teacher shortages affect schools and districts across the country to varying degrees, urban districts are facing unique challenges owing to growing student enrollments, meeting the requirements of the No Child Left Behind Act for highly qualified teachers and increased student achievement, accelerating rates of teacher retirements, class-size reduction initiatives, and demanding working conditions.

Results of a survey conducted several years ago by the Council of the Great City Schools and Recruiting New Teachers, Inc. (2000) of the major urban school districts found that 95% of the districts had an immediate need for math teachers, 98% had an immediate need for science and special education teachers, 73% had an immediate need for bilingual education teachers and some 63% had an immediate demand for early childhood teachers. The demand for teachers to work in the inner cities has not changed substantially since that survey was conducted. Recent estimates suggest that in high poverty urban districts more than 700,000 new teachers will be needed in the next ten years. And, the requirements of the No Child Left Behind Act that all teachers be 'highly qualified' as defined by the law is adding to shortages of personnel in urban school districts. The teacher shortage is a national issue with a huge local impact.

The UESC will meet community needs by recruiting and training a diverse cohort of AmeriCorps members to serve either as tutors and mentors, under the guidance of classroom teachers, or as part of a professional corps as the teacher of record in schools with high concentrations of low-income

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students who are at-risk for academic failure. Although the UESC model that has been delivered in urban districts over the past years has been successful in meeting the goal of facilitating minority candidates entry into teaching, there is a time lag between service in the UESC and becoming a licensed teacher. By expanding our program model to include a professional corps, the UESC will be able to scale up efforts to immediately fill the need for highly qualified teachers. The UESC aims to provide a high-quality pathway for a diverse set of candidates into urban teaching to assist in the important national and local task of raising achievement in inner cities.

2) Description of activities

There will be two kinds of members in the UESC: one cohort of members will serve as classroom tutors; a second cohort of members will be part of a Professional Corps seeking teacher licensure through an approved alternative certification program and hired by the host school district to be the teacher of record. The two kinds of members will specialize in one of two sets of activities offered by the UESC.

The first set of activities will be delivered by tutor members. The direct service activities offered by four of the operating sites (Long Beach, Denver, Omaha, Los Angeles) will be delivered in either elementary or middle schools and focus on three basic areas of the school curriculum: literacy, mathematics, and science. The types of activities Corps members will engage in will include: intensive tutoring and in-class instructional assistance; lesson planning; developing and managing after-school tutoring programs; and planning and implementing after-school enrichment programs such as art, book and homework help clubs. Additionally, those skills thought to be important to school success will be emphasized. Corps members will make a concerted effort to enhance student motivation, leadership skills, attitudes toward learning, and strategic learning skills during interactions with

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students. In addition, tutor members will work collaboratively with school personnel or as a team to develop parent involvement activities and will also be responsible for the coordination of service learning activities for the children and youth being served.

For the majority of their time, Corps members will be assigned to a particular teacher and classroom and work with individual students or small groups of students who have been identified by the teacher as needing additional instructional help. Direct service activities will usually include providing instructional assistance to students as they complete classroom assignments, helping teachers manage small group work, facilitating reading groups, helping children with writing projects, and reinforcing basic skills in mathematics and science. Often, too, members will be involved in lesson planning sessions with teachers, in evaluating student growth and progress, and assisting with special school events (such as assemblies and plays). Members will also teach students general learning and study strategies as well as organizational skills as part of the effort to increase school success skills.

The second set of activities will be conducted by members serving in the Professional Teacher Corps (Houston, Clark County, and Broward County) who will be hired by the school district as the teacher of record for hard-to-staff schools. As such, the members will be responsible for all the duties of a beginning teacher including lesson planning, instructional delivery, testing and assessment, parent-teacher conferences, and attending professional development activities conducted by the school or district. Members will also be taking coursework, sponsored by the district and college partner while teaching. Additionally, the Teacher Corps members will engage their students in service learning activities through the school curriculum and will themselves be engaged in volunteer mobilization and generation with the parents of their students. Further, Teacher Corps members will meet monthly as group with UESC project staff to reinforce their membership in an AmeriCorps program and as part of the UESC.

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3) Accomplishments in Proposed Activity Areas

The Council has been the Parent Organization for the UESC for the past nine years and has demonstrated the ability to successfully implement a multi-site national service project. The summary of accomplishments reflects the impact of the UESC over the past several years. Additionally, the Council has had experience operating and monitoring a multi-site program similar in nature to the Professional Corps of teachers being proposed for the expansion of the UESC. The Council directed the Great City Teacher Project (GCTP), a federally funded program in five urban districts to recruit and prepare mid-career and recent college graduates as special education teachers. The GCTP successfully developed a model program to recruit, prepare, and support some 100 mid-career adults and recent college graduates seeking licensure as special education teachers. The retention rate for this project was high with some 90% of the GCTP candidates completing the program, obtaining licensure, and continuing to teach in the school systems.

Past multi-site projects have included the Urban Teacher Academy Project, a nine-city site project to help urban school districts and colleges of education partner to establish high school teaching career academies. The U.S. Labor Department's School-to-Work Office and the U. S. Department of Education's Office of Vocational and Adult Education funded this project. The Council also collaborated with the National Education Association on a project focused on developing programs to support teachers through the National Board for Professional Teaching Standards process in six cities.

4) Involvement of Community

As discussed above, the communities in which UESC members will serve have a demonstrated critical

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need for highly qualified teachers. Planning for the program will include the active involvement of the school systems. Direct service activities at operating sites hosting tutor members will meet needs identified through consultation with planning teams that include the UESC project staff and school system and university faculty and administrators. Building on the UESC conceptual framework, the planning teams will meet to identify school sites for service, current school priorities for increasing academic achievement in content areas, develop the direct service activities targeted to meet the priorities, and specify desired outcomes. An iterative process of discussions between program partners will continue throughout the academic year to ensure that UESC activities will be responsive. Many years of experience with principals, teachers, students, parents, and the community have refined the identification and implementation of activities and services that the UESC project can most profitably provide to schools and the community.

The host districts in consultation with UESC staff will determine placements in schools and classrooms for Professional Corps members. Each of the three sites has an established alternative certification program designed to fill the most critical needs in the system. It is our plan to focus on recruiting candidates to fill special education and bilingual teaching positions, two of the most critical shortage needs for the three operating sites.

5) Prohibited Service Activities

The UESC will use several strategies to reinforce compliance with rules on prohibited service activities. First, project staff at all operating sites will be familiar with the rules as detailed in the AmeriCorps Provisions. Operating site staff will be given written and oral information and materials on prohibited service activities at the beginning of the program year. A copy of the Provisions will be attached to subcontract agreements with operating sites and the Parent Organization staff will stress the rules and

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regulations governing prohibited activities at project directors' meetings and in other written communications. Second, potential members will be made aware of the rules when they apply to the UESC program. During orientation sessions, each member will be given copies of UESC written materials that delineate guidelines for member service in the project, including the AmeriCorps Member Handbook, and information on prohibited activities will be specifically highlighted. Third, members will sign a contract when joining the UESC that specifically lists the rules on prohibited service activities. Finally, operating site staff will reinforce information and rules on a regular basis throughout the program year at trainings and meetings.

Member Development

1) Recruitment

The UESC will recruit two kinds of candidates to be members of the project: mid-career adults and recent college graduates to be members of the Teacher Corps at three sites and candidates to serve as part-time tutor members for the other four operating sites. Plans are to focus recruitment efforts on attracting individuals of varying ages and educational levels and from diverse ethnic and socioeconomic backgrounds. For both types of members, the operating site staff, in consultation with school district/university partnership staff, will conduct recruitment at the local level.

This recruitment strategy will promote the goal of the UESC to build a pool of prospective teachers from the local community.

Recruitment strategies for tutor members will include advertising at the participating colleges of education, working with the financial aid office of the university to recruit work-study students, advertising in local newspapers, working with the Parent-Teacher Associations of the host school sites, making presentations at local high schools and parent involvement events as well as using former

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Corps members to recruit friends and relatives. Special efforts will be made to recruit minority male and bi-lingual members. The AmeriCorps national referral system will be used when appropriate to recruit members from near-by geographic areas.

Qualifications for participation as a tutor member will be the same as those required for paraprofessionals working in Title I schools (and as required by the No Child Left Behind Act) as well as career goals in the helping fields, some experience working with children and youth, and a desire to participate in community service activities. Approximately 87% of our current members have completed two years of college or have baccalaureate degrees and all others are enrolled in college programs. We expect to draw the same kind of members in future years and anticipate no problem in recruiting highly skilled members to serve as tutors.

Over the past years of its operation, the UESC has had a successful record of recruiting minorities; in each year of its operation at least 75% - 80% of the Corps members have come from minority groups and most have been non-traditional aged first generation college students. Many of these members have also been single parents, attending college part-time, and working part-time.

Recruitment for candidates for the Professional Teacher Corps members will be done through the Human Resources Department or Alternative Certification Program Offices of the host school districts. These departments have well-established strategies for recruiting mid-career changing adults and recent college graduates to participate in the alternative certification programs the districts offer. These programs also have established guidelines for participation in the program (i.e., grade point average requirements) that meet federal guidelines for eligibility to be hired as a beginning teacher in a Title I school. Recruitment for the UESC Teacher Corps will draw from candidates seeking to enter the district's special education and/or bilingual alternative certification programs. In the past, the

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districts have had no difficulty attracting participants to their programs. We are confident that with the added incentive of Education Awards each of the operating sites will be able to recruit 20-25 members to serve in the UESC Teacher Corps.

2) Member Support

Each operating site will have a project director and a project assistant responsible for overall management of the program. However, on-site school staff and university faculty will be responsible for the daily supervision and support of Tutor Corps member activities. Weekly visits to school sites will be made by project staff throughout the program year to consult with on-site faculty and administrators. Teacher Corps members will be supported and supervised in accordance with district policies for beginning teachers (e.g., assignment of a mentor teacher, observation by the principal)

The four operating sites hosting tutor members will have a fully developed scope and sequence of training and team building sessions. The operating site project directors are experienced faculty members and teacher educators who are familiar with training and supervising adult students. Further, the participating school districts and host schools offer a variety of instructional training sessions (inservice workshops and courses) relevant to member assignments throughout the school year and members will have the opportunity to participate in these sessions. A great deal of informal training will also take place in the daily interactions between classroom teachers and members during lesson planning and feedback sessions.

Members will be trained and prepared to support the instructional programs in their schools (i.e., training in specialized reading and writing programs such as Success for All) by project staff and through the mechanisms of the school district. Members will participate in the literacy training

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sponsored by the district (which meet the requirements of the No Child Left Behind Act) and at the school level and there will be direct linkages between the instructional program of the district and the design and content of training done by the UESC. Project staff will solicit feedback from host school site teachers and faculty as well as members on training needs on a regular basis to ensure that the scope and sequence of training remains relevant to member assignments.

Typically, operating sites will hold training sessions on a weekly or bi-weekly basis, either during the school day or after school hours. A variety of formats will be used to deliver training to the members including college credit service learning coursework, attendance at regional and university sponsored educational conferences, participation in state commission sponsored training, and school district inservice workshops. The UESC Member Training Feedback Form will be distributed at the end of each training session or event to assess the effectiveness of the session from the member's perspective and to determine future needs.

The program year will begin with an orientation to the project for both tutor members and Teacher Corps members. Orientation sessions will include an overview of AmeriCorps, a history of the UESC and information on how the project fits into the national service network, and team building activities. During orientation, each member will be given UESC written materials that delineate the guidelines for member service in the classroom, including the UESC Member Handbook (which contains member contracts, grievance procedures, guidelines on prohibited activities, and school district guidelines). Members will also receive CPR and first aid training during the early part of the program year.

It is expected that training sessions for tutor members during the year will include sessions on conflict resolution, classroom management, cooperative learning, cultural diversity, teaching children with

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special needs, reading and writing instructional methodology and pedagogy, teaching study skills and learning strategies, using technology in the classroom, and the fundamentals of service learning. As mentioned above, all training in instructional activities will be linked to the programs in the schools which follow the regulations of the No Child Left Behind Act. Additionally, there will be sessions and activities that provide information on careers in urban education.

As mentioned, Teacher Corps members will be enrolled in coursework leading to state licensure and this coursework will prepare them for their assignments as beginning teachers. This coursework will directly relate to the district curricula and achievement goals for all students and be current with federal regulations in Title I schools. Monthly meetings conducted by UESC operating site staff will supplement this coursework. It is expected that these monthly meetings will focus on the fundamentals of service learning and the role of the urban teacher as an active participant in the broader community.

3) Citizenship

The UESC will develop the knowledge, skills, and attitudes in members needed to understand civic responsibility by providing a variety of opportunities to learn about and serve in some of the nation's neediest communities. Opportunities to explore urban communities, effectively plan and implement independent service learning projects, discuss and analyze social, cultural, and economic issues related to urban education, and understand the role of national service in our urban communities will be a regular part of member development. A number of training sessions during the program year will be devoted to preparing members to effectively recruit and manage volunteers, and members will have opportunities to coordinate activities for team meetings and volunteers during their year of service.

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The UESC citizenship training materials, which incorporates materials from the 'By the People' curriculum, will include use of a case study methodology developed during the past program year. These cases (written scenarios) will be used to engage members in discussions of the issues, needs, success, and concerns of diverse communities and the role active citizens play in solving problems or contributing to the success of the community. Discussion of cases will be a regular part of each team meeting. Members will also keep reflective journals and will explore the ways in which careers in teaching contribute to democracy and good citizenship. In addition to planning service learning projects with the students they are serving, members will be encouraged and supported in their efforts to create and implement independent service learning projects in the broader community, contributing both to their knowledge of urban settings and reinforcing a commitment to life-long community service even as they make specific contributions to the community

Strengthening Communities

1) Developing Community Resources

The UESC will place great emphasis on the recruitment of volunteers to support the goals of the project. We plan to have tutor members recruit and manage volunteers to help with out-of-school enrichment programs, parent involvement efforts, and service learning projects in order to extend the influence of our project into the broader community. A major goal of our project is for our members to have in-depth tutoring and teaching experiences in urban classrooms. Because we demand a high degree of teaching and tutoring skills from our members, we will use volunteers in situations that will not significantly impact training time and will not take time away from member service in classrooms or impose additional tasks and responsibilities on beginning teachers serving in the professional corps. Members serving as part of the professional teacher corps will focus on efforts to engage their students in service learning projects that support classroom learning and provide students with volunteer

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experiences. In addition, they will recruit parent volunteers to participate in the service learning projects they are developing with their students and will solicit volunteers to participate with them in National Days of Service. Our experience suggests that this approach to volunteer generation and management is realistic for beginning teachers in hard-to-staff schools.

Each of the other four operating sites will develop a plan for the ways in which they use volunteers and will develop strategies for recruitment and management. Members will create volunteer opportunities for the prime beneficiaries of our project, students in classrooms, to participate in volunteer activities through service learning projects. Additionally, volunteers from the community, particularly parents from the schools in which the UESC serves, will be sought to provide time and services in the enrichment activities members sponsor after school hours. And teachers at host school sites and other college students known to members will be sought to assist with tutoring and mentoring projects in after school tutoring and enrichment programs. Members will also seek to recruit volunteers to participate in UESC sponsored events held in connection with National Days of Service.

2) Community Partnerships

The UESC will work with community and faith-based organizations to support one of the important goals of our project, enhancing student achievement. In the past our operating sites have provided technical assistance and member support to after school tutoring and enrichment programs sponsored by community and faith-based organizations. For instance, the Long Beach site has provided technical assistance and human resources to the Sonrise Community Outreach Center, a faith-based organization, to develop and deliver a range of after school activities for children and youth in the community. Members in Omaha have worked with community-based organizations such as the Boys

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and Girls Clubs of America to help organize enrichment programs and provide homework help clubs and academic tutoring programs. The Los Angeles site has supported the Connections Project, a community program, which provides after school homework help and tutoring to at-risk middle school students and worked with a program designed to mentor adjudicated youth and their parents. Denver has had an affiliation for a number of years with the Eagle Rock School, a private alternative education facility, to provide community service projects for the students of the school. We expect that these sites will continue these associations and will seek out other community and faith-based organizations that are in need of resources.

Operating site staff will also make use of the resources within the school district and nearby college of education to support community organizations trying to meet the educational needs of the at-risk children and youth.

3) Capacity Building

The goals and objectives of the UESC stress solving a number of the most pressing issues for urban communities with the highest concentrations of minority, low-income, and at-risk students: the need to raise student achievement, recruit prospective teachers, and involve the broader community in the educational process. The operating sites of the UESC are partnerships between the urban school district and a nearby college of education, two extremely important community institutions in solving these issues.

We believe that schools are the central agency for community strengthening. Schools that excel in their educational mission are on the front lines of building a strong community of dedicated citizens. Our efforts as an AmeriCorps project will be directed toward supporting and building the capacity of

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these important community institutions by creating pipelines for potential candidates to the urban teaching workforce, enhancing student achievement, and increasing parent and community involvement in the local schools.

Former Corps members who become teachers and stay in the community are our best capacity building and sustainability strategy. The extant research literature suggests that 'home grown' teachers (those who come from the communities in which they teach) are more likely to remain in difficult to staff, low-performing schools and to be more effective in their ability to raise academic achievement of poor and minority children. It is this type of capacity and sustainability that the UESC will seek to build.

4) Sustainability

Our sustainability plan is focused on decreasing costs to the Corporation, programmatically linking with other efforts supporting teacher development and student achievement for public schools, facilitating the relationships between local educational agencies, colleges and universities, and the businesses community, disseminating information on a model program that can help all students achieve to high standards, and building the capacity of urban school districts and colleges of education to recruit, prepare, and retain a highly qualified and diverse teacher workforce.

In each project year that the UESC has been funded by the Corporation, the costs of operation have decreased. We have been able to increase the range and kind of service we provide even though our funding from the Corporation has been flat for the past two grant cycles. Lessons learned over the years have helped us streamline our delivery of services, leverage internal resources from the operating site partnerships, and provide a pipeline of diverse candidates into urban teaching. We will

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work to see that this positive sustainability trend continues, and that the UESC sustains its high level of service and continues to decrease the amount and proportion of Corporation funding as operating sites absorb an even greater share of costs (human and financial) over the next years. Our long-term objective is for the school district/college of education partnerships to internalize the UESC model as part of their strategies to increase student achievement. The established trend suggests that in the future it will be possible for the school/college partnerships to support the UESC model by incorporating many of the project components into already established teacher preparation programs, alternative certification programs, and service learning programs.

We have had success in recent years in linking the UESC project with other funded programs such as America Reads and Project Gear-Up to leverage resources towards our sustainability objectives. By combining our efforts with others we have been able to provide more candidates with the opportunity to serve in our program, served more at-risk children and youth, decreased some of our costs, and increased our efforts to recruit more candidates to careers in teaching. We will continue to seek alliances with other programs to extend our reach and help make our program sustainable in the long term.

The expansion of the project to include a professional teaching corps will enhance the ability of the UESC model to sustain itself. It is quite clear that the urban school systems represented in the Council of the Great City Schools will continue to use multiple strategies to increase the recruitment, preparation and retention of minority candidates for their teaching workforce. Alternative certification programs aimed at mid-career adults and recent college graduates with a national service component can become an integral part of these multiple strategies and thus help sustain a program that meets the needs of the community.

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We plan to create materials and publications on the UESC for dissemination. By disseminating information to the membership of the Council of the Great City Schools (61 of the largest urban public schools in the nation) and the Council of the Great City Colleges of Education (87 member institutions located in urban centers) on the efficacy of the UESC as a strategy to meet the urgent need for qualified teachers, there is the very real possibility that many more school systems and colleges of education will consider using national service as a strategy to improve and reform urban schools and urban teacher preparation.

Finally, the sustainability of the UESC rests on former members remaining in the community as teachers and community leaders. Surveys of our former members provide documented evidence that the UESC experience influenced them to become educators, develop a greater sense of social and civic responsibility, understand the needs, problems, issues and concerns of the local community, and continue to contribute time and effort to volunteer service. We will continue to offer through the UESC an experience that will contribute to this ultimately self-sustaining objective.

Budget/Cost Effectiveness

- 1) Community support and support from other funding sources

The Parent Organization and the UESC Steering Committee will work together to develop a plan for seeking funding to sustain and expand the UESC program model. With an established track record and increased visibility within the community, a major effort will be made to solicit the financial support of the local business community during the program year. Over the past several years, on a limited basis, some of the operating sites have been the recipients of goods and services from the local business community, and a greater effort will be made to solicit more financial help. We will also seek funding from national and local foundations interested in teacher preparation to offset some of the

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costs of the program. And, we will seek additional funds from within our operating site partnerships. Many of the colleges of education have scholarship programs and intern programs to attract minority candidates to careers in education. We will explore the possibilities for linking the UESC to some of these programs in a more concerted way than we have in the past.

For the past nine years, the UESC operating sites have enjoyed the respect and support of their local school system and university as well as the community and there is every expectation that we will continue to be an integral part of the schools and communities in which we serve.

2) Non-CNCS resource commitments

Operating sites will meet match requirements through a combination of cash and in-kind contributions from the school district and college of education. Cash match requirements for living allowances are secured in a number of ways: some Parent Teacher Associations support the cash match; some of the universities have special funds for the recruitment of future education students and use this money for the match; some of the host school sites have discretionary funds, from non-federal sources such as foundations and the local business community, to support instructional assistance and enrichment programs for their students and provide the cash match for living allowances.

In-kind contributions to the project include the donation of time by school system and university personnel (i.e., project directors, supervising teachers, mentor teachers, principals, faculty coordinators and staff to supervise and train members), inservice professional development training, and such things as supplies, training materials, phone, mail, and Xeroxing, and Internet access. Classroom teachers contribute their time and effort to mentoring members and helping with data collection

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efforts. University faculty who are not part of the UESC staff, donate time to conduct member training in their area of expertise. Further, the vast resources of the partner institutions such as libraries, media centers and technology access, instructional materials, food services, transportation, and special events are available for use by the UESC in the delivery of the program.

We plan to submit grant proposals to several sources to help fund the match requirements for the project over the next three years. First, we will respond to requests for proposals for programs that support alternative certification programs for mid-career changing adults. The Council has been successful in the past in securing this funding and we will propose our UESC Professional Teacher Corps as a model in these proposals. Second, we will approach national foundations such as the Bill and Melinda Gates Foundation to provide modest support for the operating sites serving in middle schools (a priority of the foundation) and local educational organizations such as Public Education Network that have affiliates in our operating site locations for support. Third, we will work with operating sites to approach the local business community and educational reform groups to partner with the UESC to providing tutoring and after school programs in the community.

Performance Measures

Service Category

Elementary Education

Service Learning

Tutoring and Child (Elementary) Literacy

Tutoring and Child (Middle Sch.) Literacy

Other Education

1 Measure Type: Needs and Service Activities

1. Identify the result. Label as output, int-outcome or end outcome.

Intermediate Outcome: Participation by 2000 elementary and/or middle school students in tutoring and mentoring activities provided by 101 part-time members over the course of the school year will lead to increases in school success skills.

2. Describe how you will achieve this result.

101 part-time members will provide tutoring and mentoring activities designed to improve school success skills to 2000 elementary and/or middle school students over the course of the school year.

3. What data and instruments will you use to measure the results?

Pre-test and post-test data from the UESC School Success Rating Scale will be used to measure results.

4. What targets do you expect to meet during the 3 year grant period?

We expect to have different students and different members participating in each of the three years of the project, therefore, the targets for each of the three years of the grant reflect targets for different groups of students tutored by different cohorts of members.

In Year One, 60% of 2000 students tutored and mentored by 101 members will show an increase in one or more dimensions of skills thought to be important to school success as measured by the UESC Schools Success Rating Scale.

4. What targets do you expect to meet during the 3 year grant period?

In Year Two, 60% of 2000 students tutored and mentored by 101 members will show an increase in one or more dimensions of skills thought to be important to school success as measured by the UESC Schools Success Rating Scale.

In Year Three, 60% of 2000 students tutored and mentored by 101 members will show an increase in one or more dimensions of skills thought to be important to school success as measured by the UESC Schools Success Rating Scale.

5. Combine steps 1 and 4 to create your performance measure.

Completion of a year of mentoring and tutoring activities implemented by 101 part-time mentors will lead to an increase in one or more dimensions of school success skills for some 60% of 2000 elementary or middle school children

6. Report prior years' data for this, if available

For the program year 2002-03, some 58% of the students were rated as having improved at least one or more levels (i.e., from developing to satisfactory or from satisfactory to proficient) on one or more of the dimensions of the UESC School Success Skills Rating Scale from the beginning to the end of the school year, with most students showing changes in behavior in more than one dimension on the scale. This data was consistent with results we have gotten over the past three years over different populations of students and Corps members.

2 Measure Type: Strengthening Communities

1. Identify the result. Label as output, int-outcome or end outcome.

Output: 2000 at-risk students in elementary and middle schools will be recruited to participate in service learning projects and other service activities to benefit schools and urban communities.

2. Describe how you will achieve this result.

101 part-time members and 70 Teacher Corps members will recruit and manage approximately 2000 at-risk students' participation in service learning projects and other community service

2. Describe how you will achieve this result.

activities to benefit schools and urban communities.

3. What data and instruments will you use to measure the results?

Data from the UESC Service Learning Logs will be used to measure the results of recruitment efforts.

4. What targets do you expect to meet during the 3 year grant period?

We expect that in each of the three years of the grant, 85% of 2000 at-risk elementary and middle school students will be recruited by 101 part-time members and 70 full-time Teacher Corps members to participate in service learning projects and other service projects.

5. Combine steps 1 and 4 to create your performance measure.

101 part-time members and 70 full-time Teacher Corps members will recruit and manage 2000 elementary and middle school at-risk students to participate in service learning projects and other service activities to benefit schools and urban communities.

6. Report prior years' data for this, if available.

During the 2001-02 project year, 106 members recruited approximately 745 at-risk students to participate in some service learning projects. Data from the 2002-03 project year indicated that some 870 at-risk students participated in service learning projects. Complete data is not yet available for the 2003-04 project year, however, mid-year data indicates are that we are on track to meet our target of recruiting about 80% of 1,500 students to participate in service learning projects.

3 Measure Type: Needs and Service Activities

1. Identify the result. Label as output, int-outcome or end outcome

End Outcome: Participation by 600 at-risk elementary or middle students in tutoring activities by 101 members over the course of the school year will result in an increase of at least one letter grade in reading/literacy or mathematics.

2. Describe how you will achieve this result.

101 part-time members will engage 600 elementary or middle school students in tutoring activities

2. Describe how you will achieve this result.

over the course of the school year.

3. What data and instruments will you use to measure the results?

Data collected twice during the year from the UESC Teacher Grade Estimate Survey will be used to measure results.

4. What targets do you expect to meet during the 3 year grant period?

In each year of the three year grant cycle, we expect at least 65% of the 600 participating at-risk elementary or middle school students will show an increase of one letter grade in reading/literacy or mathematics between the beginning of the school year and the end of the school year.

5. Combine steps 1 and 4 to create your performance measure.

65% of 600 at-risk elementary or middle school students participating in tutoring activities conducted by 101 part-time members will demonstrate an increase of at least one letter grade in reading/literacy or mathematics.

6. Report prior years' data for this, if available

Results on this measure have been fairly consistent over the past three years, with 60-65% of tutored students showing an increase of one letter grade in literacy/reading as estimated by the UESC Teacher Rating Scale. Data from the 2002-03 program year showed that 62% of tutored students increased one letter grade between the beginning and the end of the school year.

Approximately 64% of tutored students increased one letter grade in literacy/reading between the beginning and end of the school year during the 2001-02 program year.

4 Measure Type: Participant Development

1. Identify the result. Label as output, int-outcome or end outcome

Intermediate Outcome: Participation by 101 part-time members in professional development activities and through service in classrooms will increase their knowledge and interest in careers in urban teaching.

2. Describe how you will achieve this result.

2. Describe how you will achieve this result.

Over the course of the program year, 101 part-time members will participate in a program of professional development training sessions, seminars, and classroom experiences in urban school classrooms.

3. What data and instruments will you use to measure the results?

Pre- and post-test data from the UESC Teacher Attitude and Knowledge Survey will be used to document results.

4. What targets do you expect to meet during the 3 year grant period?

Each year of the project the current cohorts of part-time members will be surveyed to determine changes in knowledge and interests. The expected result is that 80% of 101 part-time members will show increased knowledge and interest in careers in urban teaching.

5. Combine steps 1 and 4 to create your performance measure.

80% of 101 part-time members who participated in the professional development activities and service in classrooms over the course of the program year will demonstrate increased knowledge and interest in careers in urban teaching.

6. Report prior years' data for this, if available.

Data from previous years suggests that the experiences, both in classrooms and professional development activities, increase interest in becoming an urban teacher. Data collected during the 2002-03 year program is fairly typical of the results we've seen in the past several years: on the pre-service survey, 75% of the members agreed that they would like to be urban teachers; on the post-service survey, 89% agreed that they would like to be urban teachers.

5 Measure Type: Participant Development

1. Identify the result. Label as output, int-outcome or end outcome.

Output: A diverse cohort of 70 mid-career or recent college graduates will be recruited as Professional Teacher Corps members to be teachers in critical needs areas in hard-to-staff urban schools.

2. Describe how you will achieve this result.

Activities will be conducted at the local level to recruit 70 diverse mid-career or recent college graduates to serve in a professional teacher corps.

3. What data and instruments will you use to measure the results?

The number of candidates recruited will be documented by project records.

4. What targets do you expect to meet during the 3 year grant period?

In all years of the project we expect to recruit 100% of our target of 70 candidates and expect that 75% of the candidates will be from minority groups under-represented in the urban teaching workforce.

5. Combine steps 1 and 4 to create your performance measure.

Completion of project activities will result in the recruitment of a diverse cohort of 70 mid-career or recent college graduates becoming part of a professional corps of teachers serving in critical needs areas in hard-to-staff urban public schools.

6. Report prior years' data for this, if available.

Although we have not tried to recruit this type of member in the past, recruitment efforts for the UESC have resulted in highly diverse cohorts of part-time members. And, our experience with other projects that have recruited mid-career and recent college graduates to alternative certification programs to serve as teachers in hard-to-staff schools has been successful.

ATTACHMENT C

AMEICORPS USA-DIRECT GRANT PROVISIONS

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, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The Grantee agrees to operate the funded Program in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The Grantee agrees to include in all subgrants the applicable terms and conditions contained in this award.

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.

A. DEFINITIONS

B. AMERICORPS SPECIAL PROVISIONS

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

C. GENERAL PROVISIONS

19. Legislative and Regulatory Authority
20. Other Applicable Statutory and Administrative Provisions
21. Responsibilities under Grant Administration
22. Financial Management Provisions
23. Administrative Costs
24. Equipment and Supply Costs
25. Project Income

26. Payments under the Grant
27. Retention of Records
28. Site Visits
29. Liability and Safety Issues
30. Drug-Free Workplace
31. Non-Discrimination
32. The Office of the Inspector General
33. Supplementation, Non-Duplication, and Non-Displacement
34. Grievance Procedures
35. Ownership and Sharing of the Award Products
36. Publications
37. Suspension and Termination of the Award
38. Order of Precedence

A. DEFINITIONS

For purposes of this Grant the following definitions apply:

1. **Act** means the National and Community Service Act of 1990, as amended (42 U.S.C. 12501 *et seq.*)
2. **Administrative Costs** are expenses associated with the overall administration of a Program, and are defined in the General Provisions, in the Administrative Costs section.
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 (42U.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. **Community beneficiaries** refer to those persons who receive services or benefits from a program, but are not AmeriCorps members or staff.
7. **Education Award** means an award provided to a member who has successfully completed a required term of service in an approved national service position and who otherwise meets the eligibility criteria in the Act. An education award may be used: (1) to repay qualified student loans, as defined in the Act; (2) toward educational expenses at a Title IV Institution of Higher Education; and (3) toward expenses incurred in participating in school-to-work programs approved by the Secretaries of Labor and Education.
8. **End-outcome indicators** specify changes that have occurred in the lives of the community beneficiaries and/or members that are significant and lasting. These are actual impacts, benefits or changes for participants during or after a program.
9. **Evaluation** uses scientifically-based research methods to systematically investigate, on a periodic basis, the effectiveness of AmeriCorps Programs by comparing the observed program outcomes with what would have happened in the absence of the program.
10. **Faith-based organizations** include:
 - Religious congregations (church, mosque, synagogue, temple, etc.);
 - Organizations, programs, or projects operated or sponsored by a religious congregation;
 - Nonprofit organizations that clearly show by their mission statements, policies, and/or practices that they are religiously motivated or religiously guided institutions;

Organizations that, when asked, designate themselves as a faith-based or religious organization; or

Collaborations of organizations lead by an organization from the previously described categories, or of which half or more of the members are from the previously described categories.

11. Grantee, for the purposes of this agreement, means the direct recipient of this Grant. The term sub-Grantee shall be substituted for the term Grantee where appropriate. The Grantee is also responsible for ensuring that Sub-Grantees or other organizations carrying out activities under this award comply with these provisions, including regulations and OMB circulars incorporated by reference. The Grantee is legally accountable to the Corporation for the use of Grant funds and is bound by the provisions of the Grant.

12. Indian Tribe means a federally-recognized Indian tribe, band, nation, or other recognized group or community, including any Native village, Regional Corporation, or Village Corporation, as defined under the Alaska Native Claims Settlement Act (43 U.S.C. 1602), that the United States Government determines is eligible for special programs and services provided under federal law to Indians because of their status as Indians. An Indian tribe also includes any tribal organization controlled, sanctioned, or chartered by one of the entities described above.

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

14. Member means an individual

a. Who is enrolled in an approved national service position;

b. Who is a U.S. citizen, U.S. national or lawful permanent resident alien of the United States;

c. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled

i. in a full-time, year-round youth corps Program or full-time summer Program as defined in the Act (42 U.S.C. 12572 (a) (2)), in which case he or she must be between the ages of 16 and 25, inclusive, or

ii. in a Program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572 (a)(9)), in which case he or she must be between the ages of 16 and 24, inclusive; and

d. Has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. 1091), or who has been determined through an independent assessment

conducted by the Program to be incapable of obtaining a high school diploma or its equivalent.

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

16. OMB refers to the U.S. Office of Management and Budget.

17. 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.

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

19. Parent Organization means a grantee that is responsible for implementing and managing a National Direct AmeriCorps Program.

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

21. Program means a national service Program, described in the Act (42 U.S.C. 12572(a)),

22. 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.

23. Project Sponsor means an organization or other entity that has been selected to provide a national service position for a member.

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

25. State Commission means the Commission on National and Community Service established by a state pursuant to the Act (42 U.S.C. 12638), including an authorized alternative administrative entity to administer the state's national service plan and national service programs and to perform such other duties prescribed by 45 C.F.R. 2550.80.

26. Sub-Grantee 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 documented 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 displaced 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 and Community Service. The Grantee must use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, orientation materials, member curriculum, signs, banners, press releases and publications created by AmeriCorps members in accordance with Corporation requirements. The Corporation provides a camera-ready logo.

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

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

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

c. AmeriCorps Service Gear. The Grantee is encouraged to provide the Core AmeriCorps Service Gear Package for each member. The core package includes the standard items made available by the Corporation. The Grantee should direct members to wear their service gear at officially designated AmeriCorps events and may allow members to wear their service gear at other times consistent with Corporation guidelines. 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 organizations (faith-based and secular) with a demonstrated record in providing services, foundations and businesses.

b. Labor Union Concurrence. Prior to the placement of members, the Grantee must consult with local labor organizations representing employees of project sponsors or representing employees in the area to be served by the Program. This includes people engaged in the same or similar work as that proposed to be carried out by the Program, and is required to ensure compliance with the non-displacement requirements contained in these Grant Provisions.

c. State Commission Consultation. In coordination with the Corporation, AmeriCorps*National and AmeriCorps*Tribes and Territories Grantees are strongly encouraged to consult on a regular basis with the State Commission in each state that a Program operates. Such communications build upon existing programs throughout the state while avoiding the duplication of efforts in other AmeriCorps Programs.

4. PROHIBITED PROGRAM ACTIVITIES.

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

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

While charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities, and the grantee may not use grant funds to support the following activities:

- a.** Attempting to influence legislation.
- b.** Organizing or engaging in protests, petitions, boycotts, or strikes.

- c. Assisting, promoting or deterring union organizing.
- d. Impairing existing contracts for services or collective bargaining agreements.
- e. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- g. Engaging in religious instruction; conducting worship services; 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;
 - iv. An organization engaged in the religious activities described in the preceding subclause, unless Grant funds are not used to support the religious activities; or
 - v. A nonprofit entity that fails to comply with the restrictions contained in section 501(c) (3) of U.S. Code Title 26.
- i. Voter registration drives by AmeriCorps members is an unacceptable service activity. In addition, Corporation funds may not be used to conduct a voter registration drive.
- j. Other activities as the Corporation determines will be prohibited, upon notice to the Grantee.

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

5. FUND RAISING.

- a. **Approved Member Activities.** Members may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Examples of fundraising activities members may perform include, but are not limited to the following:
 - i. Seeking donations for of books from companies and individuals for a program in which volunteers tutor children to read.

- ii. Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
- iii. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
- iv. Securing financial resources from the community to assist a faith-based or community-based organization in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of the faith-based organization.
- v. Seeking a donation from alumni of the program for specific service projects being performed by current members.

b. Prohibited Member Activities. A member's service activities may not include the following:

- i. Raising funds for his or her living allowance.
- ii. Raising funds for an organization's operating expenses or endowment.
- iii. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.
- iv. Writing grant applications for funding provided by any other federal agencies.

c. 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 of the definition of a member (see Definitions). The

Grantee is responsible for obtaining and maintaining adequate documentation to demonstrate the eligibility of members.

b. Recruitment:

- i. **Community Recruitment.** The Grantee must seek to recruit Program members from the community in which the project is conducted, as well as members of diverse races, ethnicities, genders, ages, socioeconomic backgrounds, education levels, and mental and physical capabilities, unless and to the extent that the approved Program design requires emphasizing the recruitment of staff and members who share a specific characteristic or background. In no case may a Grantee violate the non-discrimination and non-displacement rules governing member selection.
- ii. **National Recruitment.** To supplement local recruitment efforts, the Grantee is encouraged to request referrals of eligible individuals through the Corporation's national recruitment database and the various State Commissions' recruitment systems. Grantees may be asked to consider qualified individuals on the database, but will not be required to select anyone. Prospective AmeriCorps members may access the national recruitment database through the Corporation's toll-free number, 1-800-94-ACORP/1-800-942-2677 (voice), or 1-800-833-3722 (TDD), or through the Corporation's website at www.nationalservice.org.

c. Selection. The Grantee is responsible for establishing the minimum qualifications for membership in the Program, selecting members who meet those qualifications, and assigning members to projects that are appropriate to their skill levels. The Grantee must select members in a fair, non-partisan, non-political and non-discriminatory manner, without regard to the member's need for reasonable accommodation of a disability or childcare, without displacing paid employees, and in accordance with its approved application.

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

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

Accommodations that impose an undue financial or administrative burden on the operation of the program or fundamentally alter its nature are not reasonable

accommodations. However, the Grantee must document and prove any undue burden. Similarly, a person who poses a direct threat to the health or safety to himself or herself or to others, where the threat cannot be eliminated by reasonable accommodation, is not a qualified individual with a disability. In such instances the Grantee must document and prove the direct threat.

e. Level of Participation. The Grantee must seek to enroll the number of full-time and less than full-time members agreed upon in its approved application. A Program should make every effort to enroll members so that each member has a reasonable expectation of completing his/her term of service by the end of the Program's project period. Should a Program not be renewed, a member who was scheduled to continue in a term of service either may be placed in another Program where feasible, or a member can receive a prorated 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 consistent with state law.

i. Criminal Charges. An AmeriCorps member who is officially charged with a violent felony, or with the sale or distribution of a controlled substance during a term of service will have his/her service suspended without a living allowance and without receiving credit for hours missed. The member may be reinstated into AmeriCorps service if he/she is found not guilty or if the charge is dismissed. If an AmeriCorps member who has been cleared of such charges is unable to complete his/her term of service within one year, he/she may accept a pro-rated education award as long as he/she has completed at least 15% (255 hours full-time/135 hours less than full-time) of his/her service.

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

7. TRAINING, SUPERVISION AND SUPPORT.

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

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, including those specified in these grant provisions;
- iv. Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq.*);
- v. Suspension and termination rules;
- vi. The specific circumstances under which a member may be released for cause;
- vii. The position description;
- viii. Grievance procedures; and
- ix. Other requirements as established by the Program.

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 (including those specified in these grant provisions), requirements under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq.*), suspension and termination from service, grievance procedures, sexual harassment, other non-discrimination issues, and other topics as necessary.

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 and training 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 and keep a record of at least a midterm 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 childcare 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. **Half-Time Members.** Half-time members must serve at least 900 hours during a period of one or two years as indicated in the approved budget.
- iii. **Reduced Half-Time Members.** Reduced half-time members must serve at least 675 hours over a time not to exceed one year.
- iv. **Quarter-Time Members.** Quarter-time members must serve at least 450 hours over a time not to exceed one year.
- v. **Minimum Time Members.** Minimum time members must serve at least 300 hours over a time not to exceed one year.

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 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 upon entering into a commitment with an individual to serve, a member's enrollment in, completion of, lengthy or indefinite suspension from, or release from, a term of service. Lengthy or indefinite suspension of service is defined as any extended period during which the member is not serving service hours or receiving AmeriCorps benefits because it is unclear when the member might return to the Program. The Grantee also must notify the Trust when a change in a member's status is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within 30 days may result in sanctions to the Grantee up to and including suspension or termination. Grantees or sub-Grantees properly utilizing WBRS meet notification requirements when they use that system to inform the Corporation within the approved time frames. Any questions regarding the Trust may be directed to (202) 606-5000 ext. 347.

d. Member Enrollment Procedures.

- i. An individual is enrolled as an AmeriCorps member when all of the following have occurred:
 - 1. He or she has signed a member contract;
 - 2. The program has verified the individual's eligibility to serve;
 - 3. The individual has begun a term of service; and
 - 4. The program has approved the member enrollment form in WBRS.
- ii. Prior to enrolling a member in AmeriCorps, programs make commitments to individuals to serve. A commitment is defined as signing a member

- contract with an individual or otherwise entering into a legally enforceable commitment as determined by state law.
- iii. **Member Commitment:** Within 30 calendar days of entering into a commitment with an individual, the grantee or sub-Grantee will notify the Corporation of the commitment via WBRS.
 - iv. **Member Enrollment:** Within 30 calendar days of the member's starting service, the program must complete and approve the enrollment form in WBRS.
 - v. If a commitment does not result in a member actually being enrolled, the program must cancel the commitment in WBRS within 30 calendar days of the member's expected start date. If a grantee or sub-Grantee does not complete an enrollment within 30 days of the member's expected start date, the grantee and sub-Grantee will receive notification that the timeframe has expired. The program will then have 15 calendar days to complete the enrollment before the commitment is removed from WBRS.
 - vi. Failure to notify the Corporation of member commitments or enrollments within these timeframes may result in sanctions to the grantee or sub-Grantee, up to and including reducing the number of member positions or suspending or terminating the grant.

e. Notice to Childcare and Health Care Providers. The Grantee must notify the Corporation's designated agents immediately in writing when a member's status changes such that it would affect eligibility for childcare or health care. Examples of changes in status are converting a full-time member to less than full-time member, terminating or releasing members from service, and suspending members for cause for lengthy or indefinite time periods. Program directors should contact AmeriCorps@Care at 1-800-570-4543 on childcare related changes, and their health insurance provider about health insurance related changes.

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

Any change of member status that:

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

g. Changing Slot Types (unfilled positions). Grantees or sub-grantees may change the type of slots awarded to their program with prior approval from the Office of Grants Management if:

- i. the change does not increase the total number of slots authorized in the Notice of Grant Award (e.g., one full-time position may be changed to one half-time or one quarter-time position) and
- ii. the change does not increase the total FTEs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time).

To request a change in slot type, the grantee must make a slot correction in WBRs and forward it to the Corporation for approval.

h. Changing a Term of Service (filled positions). Changes in terms of service may not result in an increased number of slots or FTEs for the program.

- i. **Full-time.** State Commissions and Parent Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members within the first 90 days of the member's service. Impact on program quality should be factored into approval of requests. The Corporation will not cover health care or childcare costs for less than full-time members. It is not allowable to transfer currently enrolled full-time members to a less than full-time status simply to provide a less than full-time education award. A Change of Status form must be completed and forwarded to the Corporation within 30 days. This can be accomplished by completing and approving a Change of Status form in WBRs.
- ii. **Less than Full-time.** Changing less than full-time members to full-time is discouraged because it is very difficult to facilitate, unless done very early in the member's term of service. State Commissions and Parent Organizations may authorize or approve such changes so long as they are within the first 90 days of the member's service, and the current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date. A Change of Status form must be completed and forwarded to the Corporation within 30 days. This can be accomplished by completing and approving a Change of Status form in WBRs.

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

9. RELEASE FROM PARTICIPATION.

Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) 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 release¹ on this basis. If a Grantee releases a member for compelling personal circumstances, the Grantee may elect either to authorize a pro-rated education award or temporarily to suspend service for up to two years. If a term of service is temporarily suspended, the member will not accrue service hours or receive benefits during this time period. In order to be eligible for a pro-rated education award, a member must have served a minimum of 15% of his or her term of service. If a Grantee releases a member on the grounds that an accommodation of a disability would impose an undue burden, the Grantee must document its determination and notify the Corporation. Such circumstances are to be considered "compelling" for purposes of this sub-clause. The Corporation for National and Community Service allows each program to decide on a case-by-case basis whether the situation warrants a member receiving a partial award. However, the Corporation's policy is that generally the compelling circumstance must be beyond the member's control.

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

- i. A member's disability or serious illness;
- ii. Disability, serious illness or death of a member's family member if this makes completing a term unreasonably difficult or impossible; or
- iii. 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:

- i. Military service obligations;
- ii. Acceptance by a member of an opportunity to make the transition from welfare to work; or
- iii. 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:

- i. To enroll in school;
- ii. 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
- iii. 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 the 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. **Less than full-time Requirements.** Programs are not required to pay less than full-time members living allowances. If a Program chooses to pay less than full-time members, it should prorate the full-time living allowance based on the less than full-time member's service. The Corporation will fund up to 85% of the prorated 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 prorated based on number of hours for less than full-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 less than full-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. **Half-Time Members.** Although no portion of health insurance expenses for halftime members may be paid from Corporation funds, you may choose to provide health care to half-time members from other sources.

iv. **Half-Time Members serving in a Full-Time Capacity.** Half-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. **Childcare.** The Grantee must ensure that childcare is made available to those full-time members who need such assistance in order to participate. Members are not eligible to receive childcare from AmeriCorps while they are receiving childcare subsidies from another source for the same period of AmeriCorps Service.

- i. **Member Eligibility.** A member is considered to need childcare 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 childcare 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 childcare 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 childcare 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 childcare 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 childcare.

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 childcare benefits due to a change in the member's eligibility status (e.g., family income exceeds the limit, the child turns 13, a full-time member becomes a less than full-time member, or a member leaves the Program);
 - (b) New or existing members become eligible for childcare benefits;
 - (c) A member wishes to change childcare providers or a childcare provider will no longer provide childcare 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. **Half-Time Members.** Although no portion of childcare expenses for half-time members may be paid from Corporation funds, Programs may choose to provide childcare to half-time members from other sources.
- vi. **Half-Time Members Serving in a Full-Time Capacity.** Half-time members who are serving in a full-time capacity for a sustained period of time (such as a full-time summer project) may be eligible for childcare benefits supported with Corporation funds, 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 childcare 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 fostercare.
- iii. Serious illness of an AmeriCorps member's spouse, child or parent.
- 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 must 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, grantees may enroll Federal Work Study students as AmeriCorps members. Only individuals who enroll in an AmeriCorps position in a program that has been approved by the Corporation are eligible to receive AmeriCorps member benefits. Except as required by Federal Work Study regulations, AmeriCorps members may not be paid on an hourly basis. The Corporation for National and Community Service does not consider a wage under the Federal Work Study program to be a living allowance for purposes of the National and Community Service Act. The grantee is not required to report such wages in the AmeriCorps grant. If you have members to whom you pay a living allowance for any service beyond the hours worked under the Federal Work Study Program, then at least 15% of the amount of the living allowance must be provided from non-Federal sources.

12. POST-SERVICE EDUCATION AWARDS.

In order for a member to receive a post-service education award from the National Service Trust, the Grantee must certify to the National Service Trust that the member is eligible to receive the education benefit. The Grantee must notify the National Service Trust on a form provided by the Corporation (electronic submission via WBRs suffices) when it enrolls a member for a term of service, when the member completes the term, and whenever there is a change in the member's status during the term (e.g., release for compelling circumstances or suspension). A member may receive a post-service education award only for the first two terms of service. For example, one full-time and one half-time term of service count as two terms. If a member is released for reasons other than misconduct prior to completing 15% of a term of service, that term does not count as one of the two terms for which an education award may be provided. No Corporation or other federal funds may be used to provide member support costs for a third or subsequent term of service in an AmeriCorps State or National Program.

In order to receive a full education award, a member must perform the minimum hours of service as required by the Corporation and successfully complete the program requirements as defined by the Program. For example, if successful completion of a full-time program requires 1,800 service hours, members in that particular program are not eligible for an education award simply upon completion of 1,700 hours. If a member is released from a Program for compelling personal circumstances, the member is eligible for a pro-rated education award based on the number of hours served, if it is at least 15% of the total required hours. Questions regarding authorized uses of the education award should be directed to the Trust at (202) 606-5000 ext. 347.

Education Awards Table

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

13. MATCHING REQUIREMENTS.

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. 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.
- iv. They are allowable under applicable cost principles.

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

e. Administrative Costs. Administrative costs cannot exceed 5% of total Corporation funds actually expended. Administrative costs that exceed the Corporation's maximum administrative cost limit of 5% but that otherwise would have been allocable to the Grant, are allowable as the matching share under the Administrative costs budget line item. See General Provisions, Administrative Costs.

f. 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.

g. 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 exceeds the required minimum as cost-share. Grantees must comply with the requirements of CFR 2543.23 in documenting cash and in-kind contributions.

14. MEMBER RECORDS AND CONFIDENTIALITY

a. Record-Keeping. The Grantee must maintain records specified in (b) below that document each member's eligibility to serve pursuant to the member eligibility requirements in the definitions section of these provisions. The records must be sufficient to establish that the individual was eligible to participate in the program and that the member successfully completed the program requirements.

b. Verification. To verify U.S. citizenship, U.S. national status or, U.S. lawful permanent resident alien status, the Grantee must obtain and maintain documentation as required by 45 C.F.R. 2522.200(b) and (c). The Corporation does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the Grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review. To verify whether the member meets the requirements relating to high-school education, the Grantee must obtain from the member, and maintain in the member's file, a written declaration under penalty of law that the member meets the requirements of these provisions relating to high school education. If the member has been determined to be incapable of obtaining a high school diploma or its equivalent, the Grantee must retain a copy of the supporting independent evaluation

c. Confidential Member Information. The Grantee must maintain the confidentiality of information regarding individual members. The Grantee must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Parental or legal guardian consent must be obtained for members under 18 years of age. Grantees may include an informed consent form as part of the member contract materials that are signed at the time the member enrolls. Grantees may release aggregate and other non-identifying information, and are required to release member information to the Corporation and its designated contractors. The Grantee must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this Grant.

15. 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.

b. Program Changes for Formula Programs

- i. State Commissions are responsible for approving the above changes for state formula programs.

c. 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.
- iv. **Unless the Corporation share of the award is \$100,000 or less**, changes to cumulative budget line items that amount to 10 per cent or more of the total program budget must be approved in writing in advance by the Corporation. The total program budget includes both the Corporation and Grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 per cent of the total program budget.

d. Approvals of Programmatic and Budget Changes. The Corporation's Grants Officers are the only officials who have the authority to change the requirements of the Grant. The Grants Officers will execute written amendments, and Grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.

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. Each Grantee must submit Progress and Financial Status Reports by the required due dates.

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

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

Financial Status Reports. The grantee shall submit semi-annual cumulative financial status reports summarizing expenditures during the reporting period using the government Financial Status Report (FSR) form (Standard Form 269A). This form can be found at: <http://www.whitehouse.gov/omb/grants/index.html>. Financial Status

Report deadlines are:

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

A Grantee properly utilizing WBRS meets financial reporting requirements when the Grantee uses that system to submit reports within the approved time frames. A Grantee must set its own submission deadlines for its respective Sub-Grantees.

ii. **Progress Reports.**

a. **Reporting Dates for National Direct Parent Organizations:** A Grantee Progress Report ("GPR") is due in WBRS on the first Monday in December, 2004 for the period October 1, 2003 through September 30, 2004. The report will require the Grantee's analysis of the AmeriCorps grants it administers. This includes reporting on the operating sites that have completed their program year by the reporting end date, as well as the progress to date for operating sites still in operation for that project period.

b. **Reporting Dates for State Commissions, Tribes, and Territories:** A Grantee Progress Report ("GPR") is due in WBRS on the first Monday in December, 2004 for the period October 1, 2003 through September 30, 2004. The report will require the Grantee's analysis of the AmeriCorps grants it administers. This includes reporting on Sub-Grantees that have

completed their program year by the reporting end date and the progress to date for those Sub-Grantees still in operation for that project period.

- iii. **Final Progress Reports.** A Grantee completing the final year of its grant must submit, in addition to the GPR due the first Monday in December 2004, a final Progress Report that is cumulative over the entire project period (three years). This progress report is due within 90 days after the end of the grant.
- iv. **Final Financial Status Reports.** A Grantee completing the final year of its grant must submit, in lieu of the last semi-annual FSR, a final FSR that is cumulative over the entire project period. This FSR is due within 90 days after the end of the grant.

Note: Sub-Grantee Financial Status and Progress Reports

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

b. AmeriCorps Member-Related Forms. The Grantee is required to submit the following documents to the National Service Trust at the Corporation on forms provided by the Corporation. Grantees and Sub-Grantees may use WBRS to submit these forms electronically. Programs using WBRS must also maintain hard copies of the forms:

- i. **Enrollment Forms.** Enrollment forms must be submitted no later than 30 days after a member is enrolled.
- ii. **Change of Status Forms.** Member Change of Status Forms must be submitted no later than 30 days after a member's status is changed. By forwarding Member Change of Status Forms to the Corporation, State Commissions and Parent Organizations signal their approval of the change.
- iii. **Exit/End-of-Term-of-Service Forms.** Member Exit/End-of-Term-of-Service Forms must be submitted no later than 30 days after a member exits the program or finishes his/her term of service.

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 multiyear project period the Corporation makes an initial award for the first year of operation.

Additional funding is contingent upon satisfactory performance and the availability of funds.

The project period and the budget period are noted on the award document.

18. PERFORMANCE MEASUREMENT AND EVALUATION.

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

- i. establish performance measures in consultation with the Corporation, or State Commission, as appropriate.
- ii. collect and organize performance measure data on an ongoing basis.
- iii. track progress toward meeting performance goals.
- iv. account for shortfalls in measured performance by explaining why they occurred and providing plans for responding to the shortfalls.
- v. include the results in progress and final reports.

b. Performance Measurement Requirements for Competitive versus Formula-type Programs.

- i. State Commissions are responsible for making the final determination of performance measures for state formula programs, while the Corporation makes the final determination for all other programs.
- ii. The Corporation may require that formula programs revise their performance measures to be acceptable if the State Commission has not established appropriate performance measures.
- iii. While State Commissions must hold their sub-grantees accountable for their performance measures, as a grantee, a State Commission is accountable to the Corporation for its formula programs performance measures.

c. Changes to Negotiated Performance Measures.

- i. Grantees must request approval from the Corporation prior to making a significant change to performance measures. A significant change may occur in the following types of circumstances:
 - a. Refining the performance measure based on experience so that goals become more realistic and manageable.
 - b. Replacing a measure related to one issue area with one related to an entirely different issue area (i.e., replacing an objective related to health with one related to the environment).
 - c. Redefining the work performed by individuals under the grant (i.e., tutoring adults in English as opposed to running an after-school program for third-graders).

- d. Eliminating an activity due to a failure to secure necessary matching funding (i.e., a program to train community volunteers was dependent on private funding).
 - e. Redefining the measure with another (i.e., replacing one measure of civic engagement [additional volunteer time] with another [voting]).
- d. **Independent Evaluations.** The Grantee is encouraged to obtain an independent evaluation and must do so if provided for in the approved budget.
- e. **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.
- f. **Accountability for Results.** Eligibility for future funding may be contingent upon compliance with these provisions as well as satisfactory performance.

C. GENERAL PROVISIONS

19. LEGISLATIVE AND REGULATORY AUTHORITY.

This Grant is authorized by and subject to the National and Community Service Act of 1990 as amended, codified as 42 U.S.C. 12501 *et seq.*, and 45 C.F.R. 2510 *et seq.*

20. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS.

The following applicable federal 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.

21. RESPONSIBILITIES UNDER GRANT ADMINISTRATION.

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

b. Notice to Corporation. The Grantee will notify the appropriate Corporation'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.

22. 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 1.1.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 and dated 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).

23. 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.

24. EQUIPMENT AND SUPPLY 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.

25. PROJECT INCOME.

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

b. Fees for Service. When using assistance under this Grant, the Grantee may not enter into a contract for or accept fees for service performed by members when:

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

26. 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.

27. RETENTION OF RECORDS.

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

28. 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.

29. LIABILITY AND SAFETY ISSUES

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

30. 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.

31. NON-DISCRIMINATION.

a. Assurances. The Grantee must assure that its program or activity, including those of its subgrantees, will be conducted, and facilities operated, in compliance with the applicable statutes set forth below, as well as with their implementing regulations. The Grantee must obtain an assurance of such compliance prior to extending Federal financial assistance to subgrantees. The U.S. Government shall have the right to seek judicial enforcement of these assurances.

b. Discrimination Prohibited. A person, including a member, a community beneficiary, or Program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, disability, or religion (except as noted below) be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. The prohibition on discrimination on the basis of disability protects otherwise qualified individuals with disabilities. The prohibition against discrimination on the basis of religion with respect to Program staff applies only to Program staff paid with Corporation funds but excludes staff paid with Corporation funds who were already employed by the Grantee on the date the Corporation grant was awarded.

This prohibition against discrimination includes but is not limited to:

- 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;
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
Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities. The Corporation's "Civil Rights Statement Regarding Volunteers, Service Participants and Other Beneficiaries," and its "Policy Against Sexual, Racial, National Origin, or Religious Harassment" which include additional discrimination prohibitions are attached and incorporated herein.

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

Sample language is:

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact: (Name, address, phone number – both voice and TDD, and preferably toll free – FAX number and e-mail address of the Grantee) or

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

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

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

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

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

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

American Indian or Alaska Native

Asian

Black or African American

Native Hawaiian or Other Pacific Islander

White

e. Obligation to Cooperate. The Grantee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Grantee shall permit access by the Corporation during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.

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

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

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

g. Self-Evaluation Requirements. The Grantee must comply with (1) the self-evaluation requirements under section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities; (2) the self-evaluation requirements of the Age Discrimination Act of 1975; and (3) the self-evaluation requirements under title IX of the Education Amendments of 1972 regarding discrimination based on sex. Guidance regarding the self-evaluation requirements may be obtained from the Corporation's Equal Opportunity Office, 1201 New York Avenue, NW, Washington, D.C. 20525, (202) 606-5000, ext. 312 (voice); (202) 4565-2799 (TDD); (202) 565-2816 (FAX); or eo@cns.gov (e-mail).

h. Applicable Statutes. In accordance with its assurances, the Grantee must comply with all federal statutes relating to non-discrimination to the extent applicable, including, but not limited to titles VI and VIII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 3601 *et seq.*), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990, (42 U.S.C. 12635) or any other applicable non-discrimination provision.

32. THE OFFICE OF INSPECTOR GENERAL

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

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

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

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

a. Supplementation. Grant funds may not be used to replace state or local public funds that had been used to support Programs or projects of the type eligible to receive Corporation Grant funds. For any given Program, this condition will be satisfied if the aggregate non-federal public expenditure for that Program or project in the fiscal year that support is to be provided is not less than the previous fiscal year.

b. Non-Duplication. Grant funds may not be used to duplicate services that are available in the locality of a Program or project. The Grantee may not conduct activities that are the same or substantially equivalent to activities provided by a state or local government agency in which the Grantee entity resides.

c. Non-Displacement.

- i. **Prohibition on Displacing an Employee or a Position.** The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a member in a Program or project.
- ii. **Prohibition on Promotional Infringement.** The Grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
- iii. **Prohibition on Displacing Employee Services, Duties or Activities.** A member in a Program or project may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.
- iv. **Prohibition on Supplanting, Hiring or Infringing on Recall Rights.** A member in a Program or project may not perform any services or duties, or engage in activities, that:
 - a. Will supplant the hiring of employed workers; or
 - b. Are services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- v. **Other Prohibitions.** A member in a Program or project may not perform services or duties that have been performed by or were assigned to any:
 - a. Currently employed worker;
 - b. Employee who recently resigned or was discharged;
 - c. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - d. Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
 - e. Employee who is on strike or is being locked out.

34. 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.

35. 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.

36. PUBLICATIONS.

a. Acknowledgment of Support. Publications created by members may include an AmeriCorps logo if they are consistent with the purposes of the Grant. The Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Grant.

“This material is based upon work supported by the Corporation for National and Community Service under AmeriCorps Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, the Corporation or the AmeriCorps Program.”

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

37. 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 is 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).

38. 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.

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

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

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

- (1) submission is explicitly or implicitly a term or condition of employment or service;
- (2) submission or rejection is a basis for work or service decisions; or
- (3) such conduct has the purpose or the effect of interfering with work or service performance or creating an intimidating, hostile, or offensive work or service environment. Slurs and other verbal or physical conduct relating to an individual's race, national origin or religion also constitute harassment when that conduct's purpose or effect is to interfere with work or service performance or create an intimidating, hostile, or offensive work or service environment.

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

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

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

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

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

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

Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of the Corporation for National and Community Service is to ensure a mutual respect for all differences among us. Participation in the Corporation and its programs and projects will be based on merit and equal opportunity for all, without regard to factors such as race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, or religious, community, or social affiliations. By adhering to this policy, the Corporation will be able to foster civic responsibility, strengthen the ties that bind us together as a people, and provide educational opportunity for those who make a substantial commitment to service.

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

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

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

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