

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

**OPR/California Service Corps (CSC)**

CONTRACTOR'S NAME

**City of Sacramento - Sacramento START**

2. The term of this Agreement is: **July 1, 2006 - December 31, 2007**

3. The maximum amount of this Agreement is: **\$405,901.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A, entitled "CSC Policies and Requirements"

Exhibit B\*, entitled "Federal Regulations and Provisions Governing AmeriCorps Programs"

This document can be viewed online at <http://www.granteecentral.ca.gov> or  
[http://www.americorps.org/pdf/45CFR\\_chapterXXV.pdf](http://www.americorps.org/pdf/45CFR_chapterXXV.pdf)

Exhibit C, entitled "AmeriCorps Matching Requirement"

Exhibit D, entitled "AmeriCorps Title Page/Program Narrative/Performance Measures"

Exhibit E, entitled "Budget Form and Budget Narrative"

Exhibit F, entitled "Travel Reimbursement Rates/Conditions"

Exhibit G, entitled "Payments"

Exhibit H, entitled "Cost Per Member Policy Dated July 1, 2006"

Exhibit I, entitled "Certifications and Assurances"

Exhibit J, entitled "State of California Terms and Conditions"

**APPROVED AS TO FORM:**

  
**CITY ATTORNEY**

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
City of Sacramento - Sacramento START		
BY (Authorized Signature)	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
8795 Folsom Blvd., Suite 101, Sacramento, CA 95826		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
OPR/California Service Corps		
BY (Authorized Signature)	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Karen Baker, Executive Director, CSC		
ADDRESS		
1110 K Street, Suite 210, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per AG Opinion No. 80-111

# Exhibit A

## **CSC Policies and Requirements**

### **1. Consideration**

The total amount payable to the Contractor (hereafter Subgrantee) under this Agreement shall not exceed \$405,901.00. This amount reflects a cost per member of \$9,999.98 and does not include the California Service Corps (CSC) Share of administrative costs, \$4,098.00. The consideration paid to Subgrantee shall be in compensation for all of the Subgrantee's expenses, as approved in the budget, attached as Exhibit E, "Budget Form and Budget Narrative".

### **2. Program Year**

The Program Year, defined as the 12 month period in which Members will perform service, will be from 9/2/2006 to 8/31/2007.

### **3. Scope of Work**

For the purposes of this agreement, the Scope of Work shall be deemed to be the objectives, deliverables, and commitments contained in Exhibit D, "AmeriCorps Title Page/Program Narrative/Performance Measures". The Scope of Work is dependent upon the full enrollment of the number of member slots included in this award. In addition to full enrollment, the Subgrantee shall vigorously pursue the highest retention rates attainable by the program model. The Subgrantee may not revise the "Scope of Work" without written approval from the CSC. Extensive changes to the "Scope of Work" require an amendment to this agreement.

### **4. Enrollment Requirements**

The Subgrantee has set the following date(s) as the Final Enrollment Date(s) for enrolling new members into the Program. This date(s) is also the date(s) that the CSC may adjust the Program's budget, based on the number of members enrolled.

- Final Enrollment date for Full-time (1700 hours) members:
- Final Enrollment date for Part-time (900 hours) members: 1/16/07
- Final Enrollment date for Part-time (675 hours) members:
- Final Enrollment date for Part-time (450 hours) members:
- Final Enrollment date for Part-time (300 hours) members:

The CSC may adjust the Program's budget based on the number of members enrolled in the Program at two points in time. The first time the budget may be adjusted is at the latest date members can be brought on by the Program and still complete their term of service within the program year (Final Enrollment Date). The second time is on the last date the Program has members serving (Program End Date). For further clarification, please see Exhibit H entitled "Cost Per Member Policy Dated July 1, 2006".

## 5. Memorandums of Understanding (MOU's)

By September 1, 2006, the Subgrantee will establish and submit to the CSC, Memorandums of Understanding (MOU) with any party providing the program with cash match, Education Award only (unstipended by the Corporation for National and Community Service (CNCS)) members and/or any costs associated with Education Award only members. These MOU's should establish the roles and responsibilities of each party. Education Award Only positions must be filled prior to any Corporation-sponsored stipended member slots.

## 6. Financial Management Survey

Prior to the processing of the contract, the Subgrantee must complete the CNCS Financial Management Survey. The completed form and related attachments should be submitted to the CSC's Finance & Administration Department at the address provided in Section 29 of Exhibit J.

## 7. Member Record Documentation, Verification and Retention

The Subgrantee must obtain and maintain documentation demonstrating member eligibility to serve and the successful completion of a specified term of service. 45 CFR Section 2526.10 outlines eligibility requirements, as follows:

(a) *General.* An individual is eligible to receive an education award from the National Service Trust if the individual:

- (1) Is a citizen, national, or lawful permanent resident alien of the United States;
- (2) Is either at least 17 years of age at the commencement of service or is an out-of-school youth 16 years of age at the commencement of service participating in a program described in §2522.110(b)(3) or (g) of this chapter;
- (3) Successfully completes a term of service in an approved national service position.

(b) *High school diploma or equivalent.* To use an education award, an individual must --

- (1) Have received a high school diploma or its equivalent; or
- (2) Be enrolled at an institution of higher education on the basis of meeting the standard described in paragraph (1) or (2) of subsection (a) of section 484 of the Higher Education Act of 1965 (20 U.S.C. 1091) and meet the requirements of subsection of section 484; or
- (3) Have received a waiver described in §2522.200(b) of this chapter.

(c) *Written declaration regarding high school diploma sufficient for disbursement.* For purposes of disbursing an education award, if an individual provides a written declaration under penalty of law that he or she meets the requirements in paragraph (b) of this section relating to high school education, no additional documentation is needed.

(d) *Prohibition on duplicate benefits.* An individual who receives a post-service benefit in lieu of an education award may not receive an education award for the same term of service.

(e) *Penalties for false information.* Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

[64 FR 37414, July 12, 1999, as amended at 67 FR 45361, July 9, 2002]

## **9. Reporting Requirements**

### Financial Status Reports

Contractor must create, approve, and submit in WBRS, the Web-Based Reporting System, accurate monthly expense reports (PERs or Periodic Expense Reports) and quarterly FSRs (Financial Status Reports). FSRs must be submitted and approved within thirty days of the end of each fiscal quarter starting with the quarter ending 12/31/06. FSRs are due by 1/25/07; 4/25/07; 7/25/07; and 10/25/07. The final FSR is due in WBRS on March 25, 2008, 90 days following the end of the contract term.

### Progress Reports

Contractor must submit quarterly cumulative Progress Reports via the WBRS/APR system. Program Year 2006-2007 APR update and Progress Reports must be submitted in WBRS by the following dates: January 31, 2007, April 30, 2007, July 31, 2007, October 31, 2007, and (if applicable) 14 business days after the program-end for programs ending after September 30, 2007.

## **10. Living Allowances and Other In-Service Benefits**

The Contractor must ensure that Members receive the following benefits:

**Living Allowances** - Unless otherwise agreed upon, a Contractor must provide a Living Allowance to full-time Members in accordance with the approved grant application. If a Contractor's approved application provides for a Living Allowance for part-time Members, the Contractor must provide the Living Allowance in accordance with the approved grant application. The minimum Living Allowance for a full-time member in 2006-2007 is \$10,900. The maximum Living Allowance for a full-time member in 2006-2007 is \$21,800.

**FICA** - Unless exempt, the Contractor must make its share of FICA payments on Member Living Allowances. If Contractor is exempt, Contractor must submit the appropriate documentation to the CSC.

**Income Taxes** - The Contractor must withhold 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.

**Unemployment Insurance** - Under State law, the Contractor is NOT required to pay unemployment insurance taxes for Members.

**Workers Compensation** - The Contractor is required by California State Law to provide workers' compensation coverage for all AmeriCorps Members.

**Health Care** - The Contractor is required to pay for Health Care coverage for members serving in a full time capacity.

## 15. Special Events

All AmeriCorps programs are required to conduct both a swearing-in and graduation ceremony for all cohorts/classes of members. The AmeriCorps Pledge should be administered as part of the swearing-in ceremony.

Programs are required to participate in the following events:

- A) Member Launch/Swearing-in Ceremony
- B) Member Graduation Ceremony
- C) All AmeriCorps Week, March 14-24, 2007
- D) Martin Luther King Day of Service (Monday, January 15, 2007) or Cesar Chavez Day of Service and Learning (Saturday, March 31, 2007)

Programs are strongly encouraged to participate in National Service Days, including:

- E) Make A Difference Day (October 28, 2006)
- F) National Family Volunteer Day (November 18, 2006)
- G) National Volunteer Week (April 15-21, 2007)
- H) National Youth Service Day (April 20-22, 2007)
- I) Join Hands Day (May 5, 2007).

## 16. Media Communications

All AmeriCorps programs are required to identify a press contact person and to email the name and email address of the press contact person to CSC. Please include your contract number when you send in your information.

The Contractor's AmeriCorps program is part of a multitude of related, statewide programs that are administered by the California Service Corps and sponsored by the Corporation for National and Community Service.

In order to identify the contractor's program as part of the AmeriCorps National Service Network and the statewide CSC effort, all press releases or press interviews must:

- o Identify any service events as an AmeriCorps Program administered by the California Service Corps and sponsored by the Corporation for National and Community Service.
- o Include the AmeriCorps and CSC names and logos on all printed materials, including, but not limited to, recruitment brochures, orientation materials, curriculum, signs, banners, press releases, and publications. Both camera-ready logos are provided.
- o Include the phrase, "Administered by the California Service Corps (CSC) and sponsored by the Corporation for National and Community Service (CNCS)," in all printed materials, spelling out the complete name followed by the acronym in parenthesis on the first usage of the term in all documents. For example, on the introduction of the term write: "the California Service Corps (CSC)." The acronym alone should then be used throughout the rest of the text.
- o Provide to the CSC's Manager of Communications two copies of all media communications materials supported by the grant.

# Exhibit B

**Federal Regulations and Provisions Governing AmeriCorps Programs**

**45 CFR CHAPTER XXV -- CORPORATION FOR NATIONAL AND COMMUNITY SERVICE**

<b>Topic</b>	<b>Regulations</b>	<b>Provisions</b>
<b>Members</b>		
Member (participant) eligibility	§2522.200	
Member recruitment and selection	§2522.210	
Member terms of service	§2522.220	Page 12
Release from service	§2522.230	Page 15
Member benefits	§2522.240 - .250	Page 16-19
Member time allotment	§2520.45 - .50	
Member training, supervision, and support		Page 10-14
Member record and confidentiality		Page 20-21
Family and medical leave	§2540.220	
Grievance procedure	§2540.230	
<b>Program Requirements</b>		
Performance measure and evaluation requirements	§2522.500 - .540	
Reporting requirements		Page 22-23
Performance measure requirements	§2522.550 - .650	
Evaluating programs	§2522.700 - .820	
<b>Education Awards</b>		
Education award eligibility	§2526.10 - .20	Page 17
Education award and drug conviction	§2526.30	
Education award time	§2526.40	
Number of education awards	§2526.50 - .60	
Education award amounts	§2527.10	
Education award use	§2528.10 - .70	
Accrued interest	§2529.10 - .30	
<b>Policies</b>		
Affiliation with AmeriCorps National Service Network		7
Fee for service	§2520.55	
AmeriCorps staff fundraising	§2520.66	
Prohibited activities	§2520.65	
Program matching requirements	§2521.39 - .95	Page 20
Budget and programmatic changes		Page 21-22
Liability and safety		Page 26-30

This document can be viewed online at <http://www.granteecentral.ca.gov> or  
[http://www.americorps.org/pdf/45CFR\\_chapterXXV.pdf](http://www.americorps.org/pdf/45CFR_chapterXXV.pdf)

## **I. CHANGES TO THE 2006 AMERICORPS GRANT PROVISIONS**

The following sub-sections have been added/changed:

- Section IV. I. 4d Changed: "Half-Time" to "Less than Full-Time"
- Section IV. I. 6d Changed: "Half-Time" to "Less than Full-Time"
- Section IV. D. 7b Registration to Vote
- Section V. D. Program Income

## **II. LEGISLATIVE AND REGULATORY AUTHORITY**

This grant is authorized by and subject to the National and Community Service Act of 1990 as amended, codified as 42 U.S.C. 12501 *et seq.*, and 45 C.F.R. 2510 *et seq.* Grantees must comply with the requirements of the Act and its implementing regulations.

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

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

### **A. STATES, INDIAN TRIBES, U.S. TERRITORIES, and LOCAL GOVERNMENTS.**

The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:

1. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments -- 45 C.F.R. 2541.2
2. OMB Circular A-87, Cost Principles for State and Local Governments.
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

### **B. NONPROFIT ORGANIZATIONS.**

The following circulars and their implementing regulations apply to nonprofit organizations:

1. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543
2. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- c. Nonprofit organizations that clearly show by their mission statements, policies, and/or practices that they are religiously motivated or religiously guided institutions;
  - d. Organizations that, when asked, designate themselves as a faith-based or religious organization; or
  - e. Collaborations of organizations lead by an organization from the previously described categories, or of which half or more of the members are from the previously described categories.
4. **Grantee**, for the purposes of this agreement, means the direct recipient of this grant. The term sub-grantee shall be substituted for the term grantee where appropriate. The grantee is also responsible for ensuring that sub-grantees or other organizations carrying out activities under this award comply with these provisions, including regulations and OMB circulars incorporated by reference. The grantee is legally accountable to the Corporation for the use of grant funds and is bound by the provisions of the grant.
5. **Member** means an individual:
- a. Who is enrolled in an approved national service position;
  - b. Who is a U.S. citizen, U.S. national or lawful permanent resident alien of the United States;
  - c. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled
    - i. in a full-time, year-round youth corps Program or full-time summer Program as defined in the Act (42 U.S.C. 12572 (a) (2)), in which case he or she must be between the ages of 16 and 25, inclusive, or
    - ii. in a Program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572 (a)(9)), in which case he or she must be between the ages of 16 and 24, inclusive; and
    - iii. Has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. 1091), or who has been determined through an independent assessment conducted by the Program to be incapable of obtaining a high school diploma or its equivalent.
6. **Parent Organization** means a grantee that is responsible for implementing and managing a National Direct AmeriCorps or National Direct Education Award Program.
7. **Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.

## C. MEMBER ENROLLMENT

Member recruitment, selection and enrollment requirements are in the Corporation's regulations at 45 C.F.R. Part 2522. In addition, the following apply:

### 1. Member Enrollment Procedures.

- a. An individual is enrolled as an AmeriCorps member when all of the following have occurred:
    - i. He or she has signed a member contract;
    - ii. The program has verified the individual's eligibility to serve;
    - iii. The individual has begun a term of service; and
    - iv. The program has approved the member enrollment form in WBRS.
  - b. Prior to enrolling a member in AmeriCorps, programs make commitments to individuals to serve. A commitment is defined as signing a member contract with an individual or otherwise entering into a legally enforceable commitment as determined by state law.
  - c. Within 30 calendar days of entering into a commitment with an individual, the grantee or sub-grantee will notify the Corporation of the commitment via WBRS by enrolling the individual as a member.
  - d. Member Enrollment: Within 30 calendar days of the member's starting service, the program must complete and approve the enrollment form in WBRS.
  - e. If a commitment does not result in a member actually being enrolled, the program must cancel the commitment in WBRS within 30 calendar days of the member's expected start date. If a grantee or sub-grantee does not complete an enrollment within 30 days of the member's expected start date, the grantee and sub-grantee will receive notification that the timeframe has expired. The program will then have 15 calendar days to complete the enrollment before the commitment is removed from WBRS.
  - f. Failure to notify the Corporation of member commitments or enrollments within these timeframes may result in sanctions to the grantee or sub-grantee, up to and including, reducing the number of member positions or suspending or terminating the grant.
2. **AmeriCorps Members.** The grantee must keep time and attendance records on all AmeriCorps members in order to document their eligibility for in-service and post-service benefits. Time and attendance records must be signed and dated both by the member and by an individual with oversight responsibilities for the member.
  3. **Completion of Terms of Service.** A Program should make every effort to enroll members so that each member has a reasonable expectation of completing his/her term of service by the end of the Program's project period. Should a Program not be renewed, a member who was scheduled to continue in a term of service may either be placed in another Program where feasible, or a member may receive a prorated education award if the member has completed at least 15% of the service hour requirement.

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

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

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

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

1. **Planning for the Term of Service.** The grantee must develop member position descriptions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The grantee must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for a post-service education award. In planning for the member's term of service, the grantee must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.
2. **Member Contracts.** The grantee must require that members sign contracts that, at a minimum, stipulate the following:
  - a. The minimum number of service hours and other requirements (as developed by the Program) necessary to successfully complete the term of service and to be eligible for the education award;
  - b. Acceptable conduct;
  - c. Prohibited activities, including those specified in the regulations;
  - d. Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 et seq.);
  - e. Suspension and termination rules;
  - f. The specific circumstances under which a member may be released for cause;
  - g. The position description;
  - h. Grievance procedures; and
  - i. Other requirements as established by the Program.
3. Consistent with the approved budget, the grantee must provide members with the training, skills, knowledge and supervision necessary to perform the tasks required in

health care coverage and, if applicable, child care coverage regardless of any reimbursements for incidental expenses received from the court.

9. **Member Death or Injury.** The grantee must report any deaths or serious injuries to the appropriate Corporation Program Officer immediately.
10. **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.

#### **E. TERMS OF SERVICE.**

1. **Program Requirements.** Each Program must, at the start of the term of service, establish the guidelines and definitions for the successful completion of the Program year, ensuring that these Program requirements meet the Corporation's service hour requirements as defined below:
  - a. **Full-Time Members.** Members must serve at least 1700 hours during a period of not less than nine months and not more than one year.
  - b. **Half-Time Members.** Half-time members must serve at least 900 hours during a period of one or two years as indicated in the approved budget.
  - c. **Reduced Half-Time Members.** Reduced half-time members must serve at least 675 hours over a time not to exceed one year.

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

3. **Changing a Term of Service (filled positions).** Changes in terms of service may not result in an increased number of slots or MSYs for the program.
  - a. **Full-time.** State Commissions and Parent Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members within the first 90 days of the member's service. Impact on program quality should be factored into approval of requests. 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 in WBRs and forwarded to the Corporation within 30 days.
  - b. **Less than Full-time.** Changing less than full-time members to full-time is discouraged because it is very difficult to facilitate, unless done very early in the member's term of service. State Commissions and Parent Organizations may authorize or approve such changes so long as they are within the first 90 days of the member's service, 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 in WBRs and forwarded to the Corporation within 30 days.
  - c. **Refilling Slots.** Eligible AmeriCorps\*State and National programs that have fully enrolled their awarded member slots are allowed to replace any member who terminates service before completing 15 percent of his/her term. Any member who fails to reach this threshold is not eligible for any portion of an education award. Programs may not refill the same slot more than once.

As a fail-safe mechanism to ensure that corporate resources are available in the national service trust to finance any member's education award, the Corporation will suspend refilling if either:

- i. total AmeriCorps enrollment reaches 97 percent of awarded slots or
- ii. the number of refills reaches five percent of awarded slots.

Grantees whose awards have special grant conditions under 45 CFR 2543.14 or 2541.120 are not eligible to refill positions. In order to be qualified to refill, grantees will be evaluated on the basis of the results of their State Administrative Standards reviews, the outcomes of Inspector General audits, and site visits and oversight by CNCS program and grants officers.

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

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.

3. **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.
4. **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.
  - a. **Minimum Benefits.** The health care policy must meet the following minimum benefits:
    - i. Physician services for illness or injury;
    - ii. Hospital room and board;
    - iii. Emergency room;
    - iv. X-ray and laboratory;
    - v. Prescription drugs;
    - vi. Limited mental/nervous disorders;
    - vii. Limited substance abuse coverage;
    - viii. An annual deductible of no more than \$250 charges per member;
    - ix. No more than \$1,000 total annual out-of-pocket per member;
    - x. A 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care; and
    - xi. A maximum benefit of at least \$50,000 per occurrence or cause.
  - b. **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.
  - c. **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.
  - d. **Less Than Full-Time Members serving in a Full-Time Capacity.** Less than full-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 or via prior written approval from the Corporation's Office of Grants Management.

- 7. Family and Medical Leave.** The Corporation's Regulations at 45 C.F.R. §2540.220 describe the circumstances under which AmeriCorps members can take family and medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). However, family and medical leave does not count toward the requisite service hours and members may not receive a living allowance during this period.

At the grantee's discretion, temporary leave may also be authorized for the reasons allowed under FMLA to AmeriCorps members who do not otherwise meet the eligibility requirements for FMLA leave as described in the regulations. If temporary leave is appropriate, grantees have the flexibility to determine the duration of the absence for up to 12 weeks, and may choose to continue providing health benefits to the member during the period of absence.

The length of the leave must be based on two considerations: (1) the circumstances of the situation; and (2) the impact of the absence on the member's service experience and on the overall program. If the disruption would seriously compromise the member's service experience or the quality of the program as a whole, then the grantee may offer the member the option of rejoining the program in the next class or completely withdrawing from the program.

- 8. Federal Work Study.** Upon approval by the Corporation's Program Office, grantees may enroll Federal Work Study students as AmeriCorps members. Only individuals who enroll in an AmeriCorps position in a program that has been approved by the Corporation are eligible to receive AmeriCorps member benefits. Except as required by Federal Work Study regulations, AmeriCorps members may not be paid on an hourly basis. The Corporation does not consider a wage under the Federal Work Study program to be a living allowance for purposes of the National and Community Service Act. 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.

## **J. 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

been determined to be incapable of obtaining a high school diploma or its equivalent, the grantee must retain a copy of the supporting independent evaluation.

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

#### **M. BUDGET AND PROGRAMMATIC CHANGES.**

1. **Programmatic Changes.** The State Commission or Parent Organization must obtain the prior written approval of the AmeriCorps Program Office before making the following changes in the approved Program:
  - a. Changes in the scope, objectives or goals of the Program, whether or not they involve budgetary changes;
  - b. Substantial changes in the level of participant supervision;
  - c. 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.
2. **Program Changes for Formula Programs.** State Commissions are responsible for approving the above changes for state formula programs.
3. **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:
  - a. **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 sub-clause are:
    - i. Living allowance,
    - ii. FICA, worker's compensation, and unemployment insurance and
    - iii. Health care (or alternative health care).
  - b. **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.



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. The systems 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.

2. **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.
3. **Audits.** Grantee organizations that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. (If the grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, it must continue to conduct financial management reviews of its programs, and records must be available for review and audit.

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 sub-recipient activities and compliance; (4) ensure sub-recipients have A-133 audits when required; (5) issue decisions and ensure follow-up on audit findings in a timely manner; (6) where necessary, adjust its own records and financial statements based on audits; and (7) require sub-recipients 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.

4. **Consultant Services.** Payments to individuals for consultant services under this grant will not exceed \$540.00 per day (exclusive of any indirect expenses, travel, supplies and so on).

### C. ADMINISTRATIVE COSTS.

Administrative Costs are defined in 45 C.F.R. §2510.20. In addition, the limits on administrative costs are included in 45 C.F.R. §2521.95.

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:

- b. Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
  - c. Providing an opportunity which is different or provided differently;
  - d. Denying an opportunity to participate as a member of a planning or advisory body integral to the program;
  - e. Segregating or subjecting a person to separate treatment;
  - f. 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;
  - g. Denying a qualified disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;
  - h. Restricting a person's enjoyment of an advantage or privilege enjoyed by others;
  - i. Providing different or separate aid, benefits, or services to disabled persons unless necessary in order to provide them as effectively as provided to others;
  - j. Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
  - k. 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;
  - l. 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;
  - m. 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
  - n. Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities. The Corporation's updated policy statements "Grantees Civil Rights Policy" and its "Civil Rights Harassment Policy" which include additional discrimination prohibitions are attached and incorporated herein.
3. **Public Notice of Nondiscrimination.** The grantee must notify members, community beneficiaries, applicants, Program staff, and the public, including those with impaired

disability data regarding members/applicants, service recipients/applicants and Program staff/applicants. This data should be sufficient to measure the distribution of benefits to the eligible population and evaluate the services provided to the different segments of the population being served. Data on members and Program staff should be gathered, on a voluntary basis, directly from the individuals. Data on service recipients may be gathered, estimated, or based on census or other statistics. Racial and ethnic data should be gathered for the following categories:

- a. Hispanic/Latino/Spanish culture or origin or non-Hispanic/Latino/Spanish culture or origin (one or the other) and one or more of the following:
- b. American Indian or Alaska Native
- c. Asian
- d. Black or African American
- e. Native Hawaiian or Other Pacific Islander
- f. White

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

**6. Discrimination Complaints, Investigations and Compliance Reviews.** The Corporation may review the practices of the grantee to determine civil rights compliance.

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

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

Discrimination complaints may be raised through the grantee's grievance procedure. Use of the grantee's grievance procedure may not be a required precursor to filing a federal discrimination complaint with the Corporation. Use of the grantee's grievance procedure does not preclude filing a federal discrimination complaint. The grantee's grievance procedure should advise members that use of the grievance procedure does not stop the

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

#### **I. OWNERSHIP AND SHARING OF GRANT PRODUCTS.**

- 1. Ownership.** Unless otherwise specified, the grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the grant. However, the grantee may not sell any work that includes an AmeriCorps logo without prior written approval from the Corporation.
- 2. Corporation Use.** The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.
- 3. Sharing Grant Products.** To the extent practical, the grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.

#### **J. PUBLICATIONS:**

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

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

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

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

Regulations related to the Corporation’s authority to suspend or terminate this grant are contained in 45 C.F.R. §2540.400. In addition, Grantees may suspend or terminate assistance to



## Civil Rights Non-Harassment Policy

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

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion or any other basis constitute harassment when it has the purpose or effect to interfere with work performance or create an intimidating, hostile, or offensive work environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing, and abusive comments or actions that intimidate.

Harassment may be by persons of the same or different races, sexes, religions, or ethnic origins. It may be carried out by a CNCS employee or supervisor; a project or site employee or supervisor; a non-employee (e.g., client); a co-worker, or service member. Conduct directed at another may create an offensive environment for co-workers.

I expect CNCS supervisory and management personnel, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take appropriate action to prevent or end it. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any employee who violates this policy or asserts a false claim of harassment with a malicious intent will be subject to appropriate discipline, up to and including termination.

Any CNCS employee, former employee, or applicant for employment who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness), should raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. OCRI may be reached at (202) 606-7503 (voice), (202) 565-2799 (TDD), [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.gov](http://www.nationalservice.gov).

Any employee who experiences or witnesses harassment in the workplace may make a report to Andrew Wasilisin, Director, Workforce Relations and Communications.

In addition, we encourage everyone to consider our Alternate Dispute Resolution (ADR) Program as an informal way to resolve workplace conflicts. Our ADR contractor may be reached at (202) 265-9572, ext. 1328 (voice) or [jodieovca@aol.com](mailto:jodieovca@aol.com).

May 25, 2005  
Date

signature on file  
David Eisner, Chief Executive Officer



# Exhibit C