

Learn and Serve America
2010 Grant Provisions
Higher Education

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

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

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A. DEFINITIONS

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, as defined in clause 22 of the General Grant Provisions, Administrative Costs herein.
3. **Community-based agency** means a private nonprofit organization (including a church or other religious entity) that--
 - a. is representative of a community or a significant segment of a community; and
 - b. is engaged in meeting human, educational, environmental, or public safety community needs.
4. **Community-based entity** means a public or private nonprofit organization that—
 - a. has experience with meeting unmet human, educational, environmental, or public safety needs; and
 - b. meets other such criteria as the Chief Executive Officer may establish.
5. **Community Beneficiaries** refer to those persons who receive services or benefits from a program, but are not Learn and Serve America participants or staff.
6. **Corporation** means the Corporation for National and Community Service established under section 191 of the Act (42 U.S.C. 12651).
7. **Disadvantaged youth** includes those youth who are economically disadvantaged and 1 or more of the following:
 - a. Who are out-of-school youth, including out-of school youth who are unemployed.
 - b. Who are in or aging out of foster care.
 - c. Who have limited English proficiency.
 - d. Who are homeless or who have run away from home.
 - e. Who are at-risk to leave secondary school without a diploma.
 - f. Who are former juvenile offenders or at risk of delinquency.
 - g. Who are individuals with disabilities.
8. **Faith-based organizations** include:
 - a. Religious congregations (church, mosque, synagogue, temple, etc.);
 - b. Organizations, programs, or projects operated or sponsored by a religious congregation;
 - c. Nonprofit organizations that clearly 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 participants are from the previously described categories.

- 9. Federal Work-Study Program** means the Federal student financial assistance program authorized under part C of title IV of the Higher Education Act of 1965 (42 U.S.C. 2751 et seq.).
- 10. Grantee**, for the purposes of this agreement, means the direct recipient of this grant. The Grantee is legally accountable to the Corporation for the use of grant funds and is bound by the provisions of the grant.
- 11. OMB** means the U.S. Office of Management and Budget.
- 12. Participants** are individuals participating in a program that receives assistance under the Act. Learn and Serve America Higher Education participants are students, faculty, administration, or staff of the higher education institution, or residents of the community (42 USC 12561(b)).
- 13. 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 participants are assigned.
- 14. Service-Learning** is a method whereby participants learn and develop through active participation in thoughtfully organized service that is conducted in and meets the needs of a community; is coordinated with an elementary school, secondary school, institution of higher education, or community service program, and with the community; helps foster civic responsibility; is integrated into and enhances the academic curriculum of the participants or the education components of the community service program in which the participants are enrolled; and provides structured time for the participants to reflect on the service experience (42 U.S.C. 12511(23)).
- 15. Student** means an individual enrolled in an institution of higher education on a full-time or part-time basis.
- 16. Subgrantee** refers to an organization receiving grant funds from a Grantee of the Corporation.

B. SPECIAL GRANT PROVISIONS

1. PURPOSES OF THE GRANT

The purpose of the Learn and Serve America Higher Education program is to expand participation in community service by supporting innovative service-learning programs carried out through institutions of higher education, acting as civic institutions to meet the human, educational, environmental, or public safety needs of neighboring communities. Grants support campus-based service-learning programs that directly and demonstrably benefit both the community served and the participants who serve. In awarding this grant, the Corporation aims to achieve four main objectives:

- a. To enhance students' academic learning, their sense of social responsibility, and their civic skills through service-learning;
- b. To increase the number, quality, and sustainability of opportunities for students to serve by strengthening infrastructure and building capacity within and across the nation's institutions of higher education;
- c. To strengthen the leadership and instructional capacity of teachers at the elementary, secondary, and postsecondary levels, with respect to service-learning; and
- d. To engage participants in meeting the unmet educational, public safety, human, and environmental needs of communities.

All applicable Provisions set forth in this grant shall be applied and stated in its agreements with its Learn and Serve America Higher Education subgrantees.

2. USE OF FUNDS

- a. Grant funds may be used for the following activities in accordance with the program's approved application and budget:
 - i. To enable institutions of higher education to create or expand service-learning activities for students attending that institution;
 - ii. To support student-initiated and student-designed community service-learning projects;
 - iii. To facilitate the integration of community service into academic curricula, so that students can earn credit for service-learning;
 - iv. To encourage students to participate in community service activities that will engender a sense of social responsibility and commitment to the community;
 - v. To supplement the funds available to carry out work-study programs to support service-learning and community service through the Federal Work Study community service program;
 - vi. To strengthen the service infrastructure within institutions of higher education in the United States;
 - vii. To provide for the training of teachers, prospective teachers, related education personnel and community leaders in the skills necessary to develop, supervise and organize service-learning activities. This training will be designed to ensure that the proposed activities:
 - Take into consideration the particular needs of a community;
 - Actively involve the community; and
 - Substantially benefit the community by the proposed activities.
- b. Grant funds may not be used for international travel or projects where the primary beneficiaries of an activity are outside the United States.

3. IMPLEMENTATION OF PROGRAM DESIGN

Unless otherwise approved by the Corporation in accordance with clause 14 of these provisions, the Grantee agrees to implement the program design described in its approved application, including, but not limited to, the number and type of participants targeted in the application, the number and type of subgrantees, the service activities and the management structure.

4. LEARN AND SERVE AMERICA AFFILIATION

- a. **Identification as a Learn and Serve America Program.** The Grantee must identify the program as part of a larger national effort and must agree, within reasonable limits, to participate in other activities such as common training events, their State Service Plan, service days and conferences.
- b. **The Learn and Serve America name and logo.** The Grantee must use the Learn and Serve America name and logo on, stationery, application forms, recruitment brochures, orientation materials, participant curriculum, signs, banners, press releases and publications created by Learn and Serve America participants or staff in accordance with Corporation guidelines and requirements. The Corporation provides a camera-ready logo.

The Grantee may not alter the Learn and Serve America logo (except as provided in the Corporation's Graphic Standards, www.cns.gov/resources/graphicstandards.pdf).

5. LOCAL AND STATE CONSULTATION

- a. **Labor Union Concurrence.** Prior to the placement of a participant, the Grantee must consult with any local labor organization representing employees in the area who are engaged in the same or similar work proposed to be carried out by the program in order to prevent the displacement and to protect the rights of those employees.
- b. **State Commission, State Education Agency and Corporation State Office Consultation.** In coordination with the Corporation, Learn and Serve America: Higher Education Grantees are strongly encouraged to consult on a regular basis with the State Commission, State Education Agency and Corporation State Office in each state that a program operates.

6. ANNUAL GRANTEE MEETING

All Grantees are required to attend the annual Grantee meeting hosted by the Corporation. Those funds designated for the Annual Grantee Meeting in the award must be used to cover the cost of the Project Director and/or another Learn and Serve America approved designee's attendance at this meeting.

7. PROHIBITED PROGRAM ACTIVITIES

While charging time to the Learn and Serve America Higher Education Program or engaging in programmatic activities paid for by Learn and Serve Higher Education funds, neither participants

nor staff may engage in the following activities in any manner that would associate the activities with the Learn and Serve America Higher Education Program or the Corporation:

- a. Any effort 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 which 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 sub-clause, unless grant funds are not used to support the religious activities; and
 - v. A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of Title 26, except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative.
- i. Voter registration drives by Learn and Serve America: Higher Education participants and such other activities as the Corporation determines will be prohibited, upon notice to the Grantee.

8. FUNDRAISING

A Participant's service activities may not include organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar activities designed for the sole purpose of raising capital or obtaining contributions for the organization.

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

Grantee Staff. A Learn and Serve America staff member's time and related expenses may not be charged to the Corporation or Grantee share of the grant while engaged in organized

fundraising, 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.

When charging time to the grant, 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 Learn and Serve America 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 Learn and Serve America program, such as obtaining medical contributions or assistance at a health fair; donations of building supplies for a Learn and Serve America construction project; and coordinating community participation in and support of a serve-a-thon and service activities are allowable.

9. REASONABLE ACCOMMODATION

The Grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified participants and all selections and project assignments must be made without regard to the need to provide reasonable accommodation. However, the Grantee is not required to accommodate a participant if that participant poses a direct threat to the health or safety of others where that threat cannot be eliminated by reasonable accommodation.

Accommodations which impose an undue financial or administrative burden on the operation of the program or fundamentally alter the nature of the program are not considered reasonable accommodations. If a Grantee determines that an accommodation would impose an undue burden, it must document its determination and must notify the Corporation promptly. The factors to be considered in determining whether an accommodation would impose an undue burden include:

- a. The overall size of the program, with respect to the number of staff and participants, the number and type of facilities, and the size of the budget;
- b. The nature of the project, including its structure, staffing composition and activities; and
- c. The nature and cost of the required accommodation.

10. CRIMINAL BACKGROUND CHECKS

Pursuant to 45 CFR Part 2540.200, criminal history checks are required for all individuals receiving a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws—regardless of the type of service the individual is performing or the individual's access to vulnerable populations. Previously, the criminal history checks were required only for individuals with recurring access to vulnerable populations.

Through the submission process, applicants provide assurances that they will comply with the criminal history check requirements for any individual who will receive a living allowance, stipend, education award, or salary through the program and was hired or enrolled on or after

October 1, 2009. Grantees should maintain records detailing the steps they took to conduct the search and the results of the search.

A National Service Criminal History Check consists of (1) a State criminal registry search, which involves a search of State law enforcement and court records (by name and/or fingerprint) to determine whether an applicant has a criminal history, and (2) a National Sex Offender Public Registry (NSOPR) check, which consists of individuals that are required by their States to register as sex offenders.

All states, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands have state criminal registries that you can contact. The addresses and phone numbers for these state registries can be found on pages 108-112 in the *Staff Screening Tool Kit*, which is located on-line at www.nationalservice.gov/screeningtoolkit.

All 50 states, Guam, and Puerto Rico participate in the National Sex Offender Public Registry. It can be accessed at no cost at www.nsopr.gov.

11. TRAINING AND SUPERVISION

- a. General.** Consistent with the approved budget, Grantees will provide participants with the training, skills, knowledge and supervision necessary to perform their service, including, if appropriate, specific training in a particular field and background information on the community served.
- b. Service-Learning.** The Grantee agrees to use service experiences to help participants achieve the skills and education needed for productive, active citizenship, including the provision of structured opportunities for participants to reflect on their service experiences.
- c. Supervision.** The Grantee must provide participants with adequate supervision by qualified supervisors in accordance with the approved application.

12. CONFIDENTIALITY

The Grantee must maintain the confidentiality of information regarding individual participants and service recipients. The Grantee must obtain the prior written consent of all participants before using their names, photographs and other identifying information for publicity, promotional or other purposes. The Grantee may release aggregate and other non-identifying information and is required to release participant information to the Corporation and their designated contractors. The Grantee may disclose individual participant information with prior written consent.

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.

- b. 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 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; and
 - v.** They are not from a federal source.
- c. Cost Share.** As a general rule, the Corporation will treat cash or in-kind matching contributions that exceed the required minimum as cost-share. The Corporation encourages private sector support over-and-above the matching fund requirement. All match contributions, including cost-share, should be reflected in the budget.
- d. Exception for Volunteer Community Service.** Because the purpose of this grant is to enable and stimulate volunteer community service, the Grantee may not include the value of direct community service performed by volunteers. However, the Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit, training of staff and Programs.
- e. Administrative Costs.** Administrative costs cannot exceed 5% of total Corporation funds actually expended. Administrative costs which exceed the Corporation's maximum administrative cost limit of 5% but which otherwise would have been allocable to the grant, are allowable as the matching share under the Administrative costs budget line item. See clause 22, 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(2 CFR part 220), A-87 (2 CFR part 225), and A-122 (2 CFR part 230), and the approved budget.

14. BUDGETARY AND PROGRAMMATIC CHANGES

- a. Programmatic changes.** The Grantee must obtain the prior written approval of the Corporation before making the following changes in the approved program:
 - i.** Changes in the program scope or specific goals and objectives of the program, whether or not they involve budget changes.
 - ii.** Changes in (or extended absences of) the project director or any other key personnel designated in the award letter.
 - iii.** Changes in the level of participant supervision.
 - iv.** Entering into subgrants or contracting out any program activities funded by the grant (unless identified in the approved application), other than the purchase of supplies, equipment, or general support services; and
 - v.** Changes in the grant period.
- b. Changes in the budget.** The Grantee must obtain the prior written approval of the Corporation before deviating from the approved budget in any of the following ways:

- i. Budget transfers to absorb administrative costs over the administrative limit specified in the approved budget.
- ii. Costs requiring prior approval under OMB Circulars A-21 or A-122. Unless the Corporation share of the award is \$100,000 or less, cumulative amount budget line-items that amount to 10 per cent or more of the total program budget must be approved in writing in advance by the Corporation. The total program budget includes both the Corporation and Grantee share. 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. Purchases of equipment above the threshold as specified in clause 20(f) of these Provisions.

15. REPORTING REQUIREMENTS

- a. **Progress Reports.** All Progress reports must be submitted through eGrants. Progress Reports must be submitted within 30 days of the close of each reporting period. Guidance on required topics and formats will be sent during the fiscal year. Grantees must submit timely Progress Reports in accordance with Corporation guidelines according to the following schedule:

<u>Period Covering</u>	<u>Report Due</u>
July 1 - June 30	July 31

- b. **Financial Reports.** Grantees must complete and submit the financial report in eGrants to report the status of all funds. Grantees must submit timely cumulative financial reports in accordance with Corporation guidelines according to the following schedule:

<u>Period Covering</u>	<u>Report Due</u>
October 1 - March 31	April 30
April 1 - September 30	October 31

Note: Subgrantee Financial and Progress Reports

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

- c. **Final Financial Report.** Grantees completing the final year of their grant must submit, in lieu of the last financial report, a final financial report. This final financial report is due 90 days after the end of the project period.
- d. **Program Performance Report.** Each Grantee is required to submit annual program performance data through the Learn and Serve System for Information Exchange (LASSIE) by June 30. Grantees are responsible for ensuring the inclusion of subgrantee survey information to complete the overall grant performance report.

16. GRANT PERIOD AND INCREMENTAL FUNDING

For the purpose of the grant, a project period is the complete length of time the Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Grantee's approved activities and budget.

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

C. GENERAL PROVISIONS

17. 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 CFR 2510 *et seq.*

18. 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. OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments - 45 CFR 2541.
 - ii. OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR part 225.
 - 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. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR 2543 or 2 CFR part 215.
 - ii. OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR part 230.
 - 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.** OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR 2543 or 2 CFR 215.
 - ii.** OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR part 220.
 - 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 CFR Parts 2541 and 2543.

19. RESPONSIBILITY FOR ADMINISTERING THE GRANT

- 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 Learn and Serve America Higher Education Program and the use of Corporation grant funds. It must expend grant funds in a judicious and reasonable manner. Although Grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.
- b. Notice to the Corporation.** The Grantee will notify the cognizant Corporation Program or Grants Official immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the grant or Grantee. The Grantee 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 will notify the Office of Inspector General immediately regarding 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-recipient.

20. 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 CFR 2541) or A-110 and its implementing regulations (45 CFR 2543 or 2 CFR part 215), 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.** Except as provided in (ii) and (iii) 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 (ii) and (iii) 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.
 - ii.** 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.
 - iii.** State, Local and Indian Tribal governmental units are not required to support charges for salaries and wages with signed time and attendance records if they are in compliance with the standards of section 11.h of OMB Circular A-87 for the support and documentation of salaries and wages.
- d. Audits.** A Grantee organization that expends \$500,000 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 \$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 subgrantee 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 for consultant services under this grant will not exceed \$617.00 per day (exclusive of any indirect expenses, travel, supplies, and so on) unless procured consistent with 45 CFR 2543.44.
- f. **Equipment Costs.** No more than 10% of grant funds may be used to purchase equipment in accordance with the approved budget.

21. EQUIPMENT AND SUPPLIES COSTS

Equipment and supplies will be handled in accordance with 45 CFR 2541 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or with 45 CFR 2543 or 2 CFR part 215 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

22. ADMINISTRATIVE COSTS

- a. **Definition.** “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 (2 CFR part 220), A-87 (2 CFR part 225), and A-122 (2 CFR part 230). 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. Costs for staff (including salary, benefits, training and travel) who recruit, train, place or supervise participants or who develop materials used in such activities, if the purpose is for a specific Program or project objective;

- b. Excess Program Income.** Program income earned in excess of the amount needed to finance the Grantee share must follow the appropriate administrative requirements of 45 CFR 2541 or 45 CFR 2543, and cost principles of 2 CFR 220, 225, 230 (formerly OMB Circulars A-87, A-122, and A-21) or 48 CFR Part 31, and be deducted from total claimed costs, or with approval from the Corporation through a budget amendment be used to enhance the program (additive process). Grantees that earn excess income must specify the amount of the excess in the comment box on the financial report.
- c. 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 participants when:
 - i. The service benefits a for-profit entity;
 - ii. The service falls within the other prohibited activities set forth in clause 7 of these Grant Provisions; or
 - iii. The service violates the non-displacement Provisions of the Act, set forth in clause 29 of these Grant Provisions.

24. 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 CFR 2541) or A-110 and its implementing regulations (45 CFR 2543 or 2 CFR part 215), 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 CFR 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. If the Grantee is covered by 45 CFR 2543 or 2 CFR part 215 it must maintain advance funds in interest-bearing accounts unless:
 - It receives less than \$120,000 in Federal funds per year;
 - The best reasonably available account would not be expected to earn interest in excess of \$250 per year on Federal cash balances; or
 - 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 subgrantees covered by 45 CFR 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.

25. RETENTION OF RECORDS

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

26. SITE VISITS

The Corporation reserves the right, at all reasonable times, to conduct site visits to review and evaluate Grantee records, accomplishments, organizational procedures, and financial control systems; to conduct interviews; and to provide technical assistance. All site visits will be performed in such a manner as will not unduly disrupt the Grantee's operations.

27. LIABILITY AND SAFETY ISSUES

The Grantee must have adequate liability coverage of its organization, employees, and participants, including coverage of participants engaged in on- and off-site project activities. Additionally, the Grantee must institute safeguards as necessary and appropriate to ensure the safety of participants. Participants may not participate in projects that pose undue safety risks.

28. DRUG-FREE WORKPLACE

- a. **Notice to Employees.** In accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 CFR 2542, and the Grantee's certification, the Grantee must publish a statement notifying employees 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 is conditioned upon compliance with the notice requirements; and
 - iv. Certain actions will be taken against employees for violations of such prohibitions.
- b. **Criminal Drug Convictions.** The Grantee's employees 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, up to and including termination or release for cause consistent with the Corporation's rules

on termination and suspension of service, or require the employee 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 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 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.

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

This prohibition against discrimination includes but is not limited to:

- i. Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
- ii. Providing an opportunity which is different or provided differently;
- iii. Denying an opportunity to participate as a member of a planning or advisory body integral to the program;
- iv. Segregating or subjecting a person to separate treatment;
- v. Providing an aid, benefit, or service to a qualified disabled person that is less effective in affording opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement;
- vi. Denying a qualified disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;

- vii. Restricting a person's enjoyment of an advantage or privilege enjoyed by others;
- viii. Providing different or separate aid, benefits, or services to disabled persons unless necessary in order to provide them as effectively as provided to others;
- ix. Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
- x. Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;
- xi. Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;
- xii. Denying a qualified disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and
- xiii. Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.
- xiv. The Corporation's updated "Grantees Civil Rights Policy" and its "Civil Rights Harassment Policy" which include additional discrimination prohibitions are attached and incorporated herein.

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

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

In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

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

Office of Civil Rights and Inclusiveness
Corporation for National Service

1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (202) 565-2799 (TDD)
(202) 606-3465 (FAX); eo@cns.gov (e-mail)

The Grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in 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.
- 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, 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 Office of Civil Rights and Inclusiveness. 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 individuals 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 Office of Civil Rights and Inclusiveness, 1201 New York Avenue, NW, Washington, D.C. 20525, (202) 606-7503 (voice); (202) 565-2799 (TDD); (202) 606-3465 (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.

30. SUPPLANTATION, NON-DUPLICATION, AND NON-DISPLACEMENT

- a. Supplantation.** 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 requirement 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 is located.

c. Non-displacement.

- i. Prohibition on displacing employee or 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 participant 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 participant 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 participant in a program or project may not perform any services or duties, or engage in activities, that:
 - Will supplant the hiring of employed workers; or
 - 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 participant in a program or project may not perform services or duties that have been performed by or were assigned to any:
 - Presently employed worker;
 - Employee who recently resigned or was discharged;
 - Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - Employee who is on strike or is being locked out.

31. GRIEVANCE PROCEDURES

- a. Setting up a grievance procedure.** In accordance with 42 U.S.C. 12636 and implementing regulations at 45 CFR 2540.230, the Grantee must establish and implement a process for filing and adjudicating grievances from participants, labor organizations, and other interested parties concerning program or project operations. 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.
- b.** In the event that a Subgrantee 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 CFR 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 proceedings 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 independent of the interested parties. If the parties can not 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 the grievance prevails. If, the Grievant prevails, the Grantee must pay the total cost of the proceeding and the 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 participant in a program or project, such 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 participant; 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:
 - Reinstatement of the employee to the position he or she held prior to the displacement;
 - Payment of lost wages and benefits;
 - Re-establishment of other relevant terms, conditions and privileges of employment; and
 - 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.

32. 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 a Learn and Serve America 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 subgrant available at the cost of reproduction to others in the field.
- d. Informed participation.** The Grantee agrees to exhibit due diligence in informing all those participating in the creation of materials associated with this grant, including members of the public contributing materials to web-based tools and communities, of their legal status in regards to ownership of grant products.

33. PUBLICATIONS

- a. Acknowledgment of support.** Publications or other products, including, but not limited to software designs, videos, CD-ROMs, books, articles, web pages, web tools, web resources, training manuals, lesson plans, project descriptions, worksheets, curricular examples and graphics created by grantees or participants must include a Learn and Serve America 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 Learn and Serve America 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 the Corporation or the Learn and Serve America Program.

- b. Materials provided to the Corporation.** The Grantee is responsible for assuring that a copy of any such material above as well as working documents including, but not limited to photos, forms and grant or project management materials and guidance documents is sent to the National Service-Learning Clearinghouse in a timely and regular manner unless otherwise requested by their program officer.

34. EVALUATION

- a. Internal evaluations.** The Grantee must track progress toward achievement of their Program performance measures. The Grantee also must monitor the quality of service activities, the satisfaction of both service recipients and participants and management effectiveness. Internal evaluation and monitoring should be a continuous process, allowing for frequent feedback and the quick correction of weaknesses.

- b. Independent evaluations.** The Grantee may obtain an independent evaluation if provided for in the approved budget.
- c. External evaluation and data collection.** The Grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the Grantee must collect and submit certain participant and program data, including the total number of participants in the Program, and the number of participants by race, ethnicity, sex, age, economic background, educational level, disability classification and geographic region. The Corporation will provide forms for collecting participant and program data.

35. SUSPENSION OR TERMINATION OF GRANT

- a. Suspension of the Grant.** In emergency situations, the Corporation may suspend a Grant for not more than 30 calendar days. Examples of such situations may include, but are not limited to:
 - i.** Serious risk to persons or property;
 - ii.** Violations of Federal, State or local criminal statutes; and
 - iii.** Material violation(s) of the Grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
- b. Termination of the Grant.** Pursuant to 45 CFR 2540.400, the Corporation may terminate payments under the grant, revoke 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 subgrantee, provided that such action affords the subgrantee, at a minimum, the notice and hearing rights described in 45 CFR§2540.400.

36. ORDER OF PRECEDENCE

Should there be any inconsistency among the Grant Award, the Learn and Serve America: Higher Education Special Provisions, the General Provisions, and the approved Grant Application, the order of precedence that will prevail is (1) Grant Award, (2) Learn and Serve

America: Higher Education Special Provisions, (3) the Learn and Serve America: Higher Education General Provisions, and (4) approved Grant Application.

37. TRAFFICKING IN PERSONS

This grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

- a. Provisions applicable to a recipient that is a private entity.
 1. You as the grantee, your employees, subgrantees under this grant, and subgrantee's employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the grant is in effect;
 - ii. Procure a commercial sex act during the period of time that the grant is in effect;
or
 - iii. Use forced labor in the performance of the grant or subgrants under the grant.
 2. We as the Federal awarding agency may unilaterally terminate this grant, without penalty, if you or a subgrantee that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this grant term;
or
 - ii. Has an employee who is determined by the agency official authorized to terminate the grant to have violated a prohibition in paragraph a.1 of this grant term through conduct that is either:
 - A. Associated with performance under this grant; or
 - B. Imputed to you or the subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 2200.
- b. Provisions applicable to a grantee other than a private entity. We as the Federal awarding agency may unilaterally terminate this grant, without penalty, if a subgrantee that is a private entity -
 1. Is determined to have violated an applicable prohibition of paragraph a.1 of this grant term; or
 2. Has an employee who is determined by the agency official authorized to terminate the grant to have violated an applicable prohibition in paragraph a.1 of this grant term through conduct that is –
 - i. Associated with performance under this grant; or
 - ii. Imputed to the subgrantee using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 2200.
- c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this grant term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this grant.
3. You must include the requirements of paragraph a.1 of this grant term in any subgrant you make to a private entity.

d. Definitions. For purposes of this grant term:

1. "Employee" means either:
 - i. An individual employed by you or a subgrantee who is engaged in the performance of the project or program under this grant; or
 - ii. Another person engaged in the performance of the project or program under this grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).