

interest per year to offset administrative expenses.

15. 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.

16. MATCHING REQUIREMENTS

- a. **Matching Obligation.** The Grantee must provide and account for the matching funds as agreed upon in the approved application and budget. All programs are encouraged to raise some funds from the private sector, i.e. non-federal funds.
- 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; and
 - iv. They are allowable under applicable cost principles.
- c. **Cost Share.** As a general rule, the Corporation will treat cash or in-kind matching contribution that exceeds the required minimum as cost share. The Corporation encourages private sector support over-and-above the matching fund requirement.
- 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 9, 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.

17. BUDGET 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. Significant changes in the program scope, specific goals and objectives, or performance measures 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.
 - iii. Unless the Corporation share of the award is \$100,000 or less, changes to cumulative budget line items that amount to 10 per cent or more of the total program budget must be approved in writing in advance by the Corporation. The total program budget includes both the Corporation and Grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 per cent of the total program budget.
 - iv. Purchases of equipment above the threshold as specified in clause 10 of these Provisions.

18. 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.

19. LIABILITY

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.

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

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

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

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 Office of Civil Rights and Inclusiveness, 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.

22. THE OFFICE OF INSPECTOR GENERAL

The Corporation's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of Corporation programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to

promote economy and efficiency and to prevent and detect fraud, waste, and abuse in the Corporation's programs and operations.

The OIG also conducts and supervises audits of Corporation Grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from Corporation management, is used to select Grantee and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to Learn and Serve America Grantees that become aware of suspected criminal activity in connection with the Learn and Serve America program. Grantees should immediately contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cnsolg.gov or by telephone at 1-800-452-8210.

23. 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 condition will be satisfied if the aggregate non-Federal public expenditure for that program or project in the fiscal year that support is to be provided is not less than the previous fiscal year.
- b. Non-duplication.** Grant funds may not be used to duplicate services that are available in the locality of a program or project. The Grantee may not conduct activities that are the same or substantially equivalent to activities provided by a State or Local government agency in which the Grantee entity 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.

24. GRIEVANCE PROCEDURE

- 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.

25. LEARN AND SERVE AMERICA AFFILIATION

- 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's Unified State Service Plan, service days and conferences.
- The Learn and Serve America name and logo.** The Grantee must use the Learn and Serve America name and logo on stationery, application forms, 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)).

26. OWNERSHIP AND SHARING OF GRANT PRODUCTS

- 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.
- 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.
- 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.
- 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.

27. PUBLICATIONS and OTHER PRODUCTS

- 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 are sent to the National Service-Learning Clearinghouse in a timely and regular manner unless otherwise requested by their program officer.

28. 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, education level, disability classification and geographic region. The Corporation will provide forms for collecting participant and program data.

29. 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 which 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 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.

30. 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, compliance with information requests, compliance with the provisions set forth herein and the availability of funds. The project period and the budget period are noted on the award document.

31. ORDER OF PRECEDENCE

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

32. TRAFFICKING OF 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).

E. ATTACHMENTS

Grant Program Civil Rights and Non-Harassment Policy

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service 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 or abusive comments or actions that intimidate.

CNCS does not tolerate harassment from anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of noncompliance and administrative procedures that may result in termination of federal financial assistance from CNCS and all other federal agencies.

Any person 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) in any CNCS program or project, may 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. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI, and if another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

10/31/2007
Date


David Eisner, Chief Executive Officer



1201 New York Avenue N.W. ★ Washington, DC 20525
202-606-5000 ★ www.nationalservice.org
Senior Corps ★ AmeriCorps ★ Learn and Serve America

