

Report of the President & CEO

December 11, 2025

RESOLUTION AUTHORIZING HACLA TO ENTER INTO AGREEMENTS WITH CALIFORNIA VOLUNTEERS TO INITIATE THE AMERICORPS PROGRAM, ACCEPT UP TO \$1,716,600 IN AMERICORPS GRANT FUNDS OVER TWO YEARS, AND EXPEND \$441,700 IN NON-REIMBURSABLE HACLA NON-FEDERAL FUNDS FOR YEAR ONE OF THE PROGRAM



Lourdes Castro Ramirez
President & Chief Executive Officer



John King
Chief of Community Affairs Officer

Purpose: The Housing Authority of the City of Los Angeles (“HACLA” or “Authority”) prioritizes filling gaps in services available to residents across housing programs. Of particular interest to HACLA is addressing unmet needs for formerly homeless and at-risk households. HACLA is launching a pilot AmeriCorps program to assist formerly homeless residents and clients with the most acute needs while simultaneously cultivating the next generation of social impact leaders.

Regarding: No prior actions have been taken by the Board on this item.

Issues: HACLA received notice of a funding opportunity from California Volunteers (“CV”) for its application to the AmeriCorps California Opportunity Corps Pilot Funding Opportunity. CV is the state office that manages programs and initiatives aimed at increasing service and volunteerism in California, including AmeriCorps. CV was requesting applications for a two-year pilot program to support the unhoused community in California through national service. The funding opportunity included a planning grant and two years of implementation funding, including federal funds, state funds, and an allotment of full-time or part-time AmeriCorps member positions.

The Authority’s primary objective in launching the HACLA AmeriCorps Program (“Program”) is to address acute needs for formerly homeless and at-risk individuals and families in our housing assistance programs through enhanced direct support services. Through this two-year pilot Program, 20 full-time AmeriCorps members will partner with on-site staff and case managers across designated HACLA sites to assist residents and clients with retaining housing and securing employment. Each AmeriCorps member will contribute 1,700 hours of service annually. The Program will offer several comprehensive services, including:

- I. ***Facilitating Housing Placement:*** Increase capacity of HACLA Section 8 staff by directly assisting voucher holders who have mental health and social service needs to build cohesion, facilitate effective communication, ensure program compliance, and successfully obtain and retain permanent housing.
- II. ***Social Cohesion and Housing Retention:*** Support property management and case managers at HACLA-operated permanent supportive housing sites by developing a program of activities, mentoring and support to help formerly homeless adapt successfully to their new living situation and developing peer supports so at-risk households successfully retain permanent housing and thrive in a community setting.
- III. ***Employment Services:*** Increase staff capacity at HACLA's WorkSource Center by assisting clients experiencing or at risk of homelessness, including veterans, with securing training and job placements.

HACLA conducted recruitment this fall with the Program's launch scheduled for January. The Authority intends to collaborate with City and County partners along with expert vendors such as Emily Uyeda Kantrim to train AmeriCorps members and contribute to their professional development throughout the duration of their service.

HACLA is required to enter into separate agreements with California Volunteers to receive federal formula funds and a state match. A breakdown of the Program's funding sources can be found in the Funding section below. The Authority must comply with CV policies and requirements, which include AmeriCorps state and national general and specific terms and conditions. Templates of CV's Policies & Requirements and Specific Terms & Conditions are included in this report as attachments.

Prior service programs at HACLA

HACLA has an established history of successfully integrating AmeriCorps and other service programs to advance the Authority's mission, showcasing our ability to recruit, train, and manage volunteers in collaboration with partner organizations. In 2018 and 2019, HACLA was a host site for LISC's AmeriCorps program and developed opportunities for youth to participate in affordable housing development and community engagement activities. In 2022, HACLA welcomed an AmeriCorps VISTA volunteer who was pivotal in coordinating digital literacy training, developing resident satisfaction surveys, and facilitating focus groups with HACLA staff to enhance community engagement.

Additionally, HACLA has served as a Worksite placement site for the City of Los Angeles Angeleno Corps program. From 2024 to 2025, Angeleno Corps members contributed to our Digital Ambassador Program, which bridges the digital divide for HACLA residents. Finally, between 2021 and 2023, HACLA hosted seven Environmental Defense Fund Climate Corps fellows who worked on community engagement

initiatives and climate justice projects in collaboration with a variety of partners in Watts. Notably, our Climate Corps alumni have transitioned into full-time roles within HACLA's Watts Rising Collaborative, contributing their expertise in sustainability, technology, and community engagement.

AmeriCorps & CV

On October 4, 2024, California Volunteers published the AmeriCorps CA Opportunity Corps Pilot Funding Opportunity. CV solicited applications from nonprofit organizations or state and local government entities for a two-year pilot program to support the unhoused community through national service. The funding opportunity included a planning grant and two years of implementation funding, including federal funds, state funds, and an allotment of full-time or part-time AmeriCorps member positions.

CV focused this funding opportunity on providing funds to address the homelessness crisis currently impacting the state of California, citing 2023 U.S. Dept of HUD data that California's homeless population accounts for 28% of the nation's total, and that half of the nation's unsheltered population lives in California. California also accounts for nearly half of all the nation's unsheltered unaccompanied youth, an especially vulnerable population. The state sought to fund up to two collaborative partners with the capacity and institutional knowledge to develop and establish the infrastructure of California Opportunity Corps in direct response to the homelessness crisis.

HACLA received a notice of award on December 13, 2024, and executed planning grant contracts for \$120,000 and \$37,873 with AmeriCorps and California Volunteers, respectively, on April 7, 2025. Both planning grants (federal and state) are active and have expenditure deadlines of December 31, 2025. Meanwhile, HACLA submitted an operating grant proposal in July 2, 2025 and received notice of award along with state match confirmation for Year One funding on September 11, 2025. Both Year One operating grants (federal and state) have expenditure deadlines of December 31, 2026.

As a two-year operating grantee, HACLA does not need to reapply for competitive FFY26-27 AmeriCorps funding. Instead, we will submit a formula continuation attestation in Spring 2026 to renew federal funds and possibly secure additional state match dollars for 2027 program operations ("Year Two"). HACLA will be required to execute new contracts for Year Two awards. If HACLA wishes to operate beyond Year Two, we must reapply for competitive FFY27-28 AmeriCorps funding next fall.

Vision Plan: **PLACE Strategy #4: Steward efforts to reduce and alleviate homelessness**

Through the California Volunteers AmeriCorps pilot funding opportunity, HACLA AmeriCorps members will offer enhanced direct support services to hundreds of formerly homeless and at-risk individuals and families participating in the Authority's Section 8 and PSH housing assistance programs. HACLA AmeriCorps will also reduce and alleviate homelessness for WorkSource Center clients who receive job training and readiness support through this unique peer-to-peer program.

PEOPLE Strategy #2: Develop and implement strategies to engage hard-to-reach residents

Through the California Volunteers AmeriCorps pilot funding opportunity, HACLA will deploy a cohort of bright, service-oriented young people to engage a subset of the Authority's most vulnerable and hard-to-reach residents and clients. AmeriCorps members will function as an extension of HACLA staff in Section 8, Asset Management, and the WorkSource Center, increasing the Authority's capacity and improving equity in resident services for formerly homeless individuals and families.

Funding: The Chief Administrative Office confirms the following:

Source of Funds: HACLA has been awarded \$1,108,300 in grant awards to support Year One program operations in 2026, with a detailed breakdown provided below. The \$441,700 in additional expenses will be funded by unrestricted non-federal sources.

Year One Funding Source	Amount
AmeriCorps Federal Formula Funds	\$504,000
California Volunteers State Match	\$354,300
Hilton Foundation	\$250,000
HACLA Contribution	\$441,700
<i>TOTAL:</i>	<i>\$1,550,000</i>

The Authority was awarded a two-year AmeriCorps grant and will receive an additional \$504,000 in federal formula funds for Year Two operations pending HACLA's completion of a formula continuation package in Spring 2026. California Volunteers has not yet determined if additional state match will be available. The Authority will need to recompile for federal funding beyond Year Two operations.

Additionally, the Authority was awarded \$250,000 from the Conrad N. Hilton Foundation to support Year One operations of the Program. The Authority entered a

contract with United Way of Greater Los Angeles to administer these private funds on November 14, 2025. The Authority anticipates receiving the funds in full via Automated Clearing House (ACH) electronic transfer by January 1, 2026.

Program and Budget Impact: The HACLA AmeriCorps Program costs approximately \$1,550,000 to operate each year. This budget estimate includes living allowances, healthcare, and worker's compensation for 20 full-time AmeriCorps members; salary and fringe benefits for the program director; travel, trainings and professional development, equipment/supplies, evaluation, and other program operating costs. A HACLA contribution of gap funding will help cover administrative costs and ensure the program's financial feasibility.

**Environmental
Review:**

NEPA: The proposed action involves activities that are exempt from NEPA under title 24, section 58.34, of the Code of Federal Regulations.

CEQA: The proposed action is not a project under CEQA because it relates to government fiscal activities that do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment. (Cal.Code Regs., tit. 14, §§15060(c)(3), 15378(b)(4)). Applying for grant funding is an exempt activity under CEQA and the implementation of a training or education program is categorically exempt under California Government Code Article 18, Section 15322.

Section 3: The action to enter contracts and accept grant funds does not trigger Section 3, but HACLA will be applying its Section 3 requirements to any professional contracts and public works associated with the Program.

Attachments:

1. Resolution
2. Exhibit D – 2025-26 California Volunteers Policies and Requirements
3. Exhibit E – 2025 ASN Program Specific Terms and Conditions

RESOLUTION NO. _____

RESOLUTION AUTHORIZING HACLA TO ENTER INTO AGREEMENTS WITH CALIFORNIA VOLUNTEERS TO INITIATE THE AMERICORPS PROGRAM, ACCEPT UP TO \$1,716,600 IN AMERICORPS GRANT FUNDS OVER TWO YEARS, AND EXPEND \$441,700 IN NON-REIMBURSABLE HACLA NON-FEDERAL FUNDS FOR YEAR ONE OF THE PROGRAM

WHEREAS, the Housing Authority of the city of Los Angeles (“HACLA”) is a public body, corporate and politic, duly created, established and authorized to transact business and exercise powers under and pursuant to the provisions of the Housing Authorities Law, consisting of Part 2 Division 24 of the California Health and Safety Code;

WHEREAS, HACLA applied for the California Volunteers AmeriCorps California Opportunity Corps Pilot Funding Opportunity on November 7, 2024 to start a pilot AmeriCorps program (“Program”);

WHEREAS, California Volunteers has awarded HACLA a two-year operating program grant to deploy 20 full time AmeriCorps members across HACLA’s Section 8, Permanent Supportive Housing, and WorkSource Center sites (“AmeriCorps Grant”);

WHEREAS, as part of the two-year AmeriCorps Grant, HACLA will receive \$504,000 in federal funding and \$354,300 in state funding, a total of \$858,300, for 2025-26 (“Year One”) and an additional \$504,000 in federal formula funds for 2026-27 (“Year Two”), pending completion of a formula continuation package, and may receive an additional state match for Year Two if such a match is available;

WHEREAS, AmeriCorps funding in California is provided through California Volunteers, the state office that manages programs and initiatives aimed at increasing the number of Californians engaged in service and volunteering;

WHEREAS, the AmeriCorps Grant requires that recipients contract with California Volunteers for receipt of the funding and agree to comply with the California Volunteers Policies and Requirements, which include compliance with AmeriCorps State and National General and Specific Terms and conditions, assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines;

WHEREAS, HACLA proposes to contract with California Volunteers for \$858,300 in funding to administer the Program in Year One and up to \$858,300 in funding to administer the Program in Year Two and Front Fund these sources with HACLA funds; and

WHEREAS, HACLA wishes to spend up to \$441,700 of HACLA non-federal funds (“HACLA Contribution”) to pay for additional administrative costs associated with the Program in Year One.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes

the President and CEO, the Chief Development Officer, the Chief Programs Officer, the Chief Administrative Officer, and the Chief Community Affairs Officer (each, a “Designated Officer,” and together the “Designated Officers”), to accept the AmeriCorps Grant funding, including the \$858,300 for Year One and up to 100% of the Year One amount for Year Two of the Program, and to obligate HACLA to the terms and conditions associated with the receipt of such funding.

BE IT FURTHER RESOLVED that the Designated Officers are hereby authorized, with the advice of legal counsel, to execute the California Volunteers agreements, and any other documents necessary to administer the Program, all with such changes as they may deem necessary and appropriate to accomplish the transaction contemplated by this resolution, including, without limitation, acceptance of the AmeriCorps Grant funding and execution of any necessary contracts with California Volunteers for Year One and Year Two, Front Funding of reimbursable expenses, and the making of the HACLA Contribution for Year One of the Program.

BE IT FURTHER RESOLVED that the Designated Officers are hereby authorized to expend up to \$1,550,000 of HACLA’s non-federal funds to administer the Program in Year One, of which \$858,300 is expected to be reimbursed by California Volunteers, \$250,000 is expected to be reimbursed by United Way of Greater Los Angeles, and \$441,700 shall constitute the HACLA Contribution and shall not be reimbursed by another funding source.

BE IT FURTHER RESOLVED that actions heretofore taken by the officers, employees, attorneys, and agents of HACLA with respect to the Program transactions are hereby approved and ratified.

BE IT FURTHER RESOLVED that the Designated Officers referred to above are as follows:

Name	Title
Lourdes Castro Ramirez	President and Chief Executive Officer
Marlene Garza	Chief Administrative Officer
Jenny Scanlin	Chief Strategic Development Officer
Margarita Lares	Chief Programs Officer
John King	Chief Community Affairs Officer

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

PASSED AND ADOPTED this 11th day of December 2025.

APPROVED AS TO FORM

**HOUSING AUTHORITY OF
THE CITY OF LOS ANGELES**

By: _____
James Johnson, General Counsel

By: _____
Cielo Castro, Chairperson

DATE ADOPTED: _____

Attachment 2

Exhibit D – 2025-26 California Volunteers Policies and Requirements

EXHIBIT D CALIFORNIA VOLUNTEERS POLICIES AND REQUIREMENTS

1. CONSIDERATION

The total amount payable to the Contractor (hereafter subgrantee) under this Agreement shall not exceed **<<Budgeted Contract Amount>>** (payable in program year 2025-2026). This amount reflects a cost per Member of **<<Budgets AmeriCorps Cost Per Member>> for program year 2025-2026** and does not include the California Volunteers (CV) Share of administrative costs, **<<CNCS Admin Cost>>**. The consideration paid to subgrantee shall be in compensation for all of The subgrantee's expenses, as approved in Exhibit B, "Budget Form and Budget Narrative."

2. PROGRAM YEAR

The Program Year, defined as up to a 12-month period in which AmeriCorps members (hereafter member(s)) will perform service, will be from **<<Member Start Date>> to <<Member End Date>>**.

The subgrantee must have a fully executed contract in place prior to incurring any federally funded costs. Pre-contract costs using match funds must have pre-approval by both California Volunteers and AmeriCorps (the agency). Members may not start service without a contract in place and approval from CV. The program's Member Start Date cannot be earlier than the date the contract is **fully executed** as indicated by the final signatures on the contract. **If the contract is not fully executed by the program Member Start Date indicated in this section, the official program Member Start Date will be the date the contract is fully executed.** Individual AmeriCorps member start dates must be on or after this date, match their start date entered by the program when enrolling them in the eGrants portal (see section 14 b), and cannot be prior to completion of required background checks.

3. COMPLIANCE WITH FEDERAL REQUIREMENTS

By entering into this agreement, the subgrantee agrees to comply with all federal requirements governing the AmeriCorps State and National Program, in which The subgrantee's awarded program falls under. Federal requirements include but are not limited to: the AmeriCorps General Grant Terms and Conditions, AmeriCorps State and National Grants Terms and Conditions for (incorporated into this agreement as Exhibit E), federal regulations [45 CFR 2520-2550](#), all assurances and certifications made in the awarded grant application, all applicable federal statutes, regulations, guidelines, and all applicable Office of Management and Budget Circulars, memorandums, and guidance. The subgrantee agrees to administer the funded

Program in accordance with the awarded grant application and budget, supporting documents, and other representations made in support of the approved grant application. Information on how to access information on these requirements is provided in Exhibit G, "Resource and Reference Materials for Subgrantees," and Subgrantees shall be responsible for compliance with all applicable federal requirements, whether specifically referenced in this Agreement or not.

4. ASSISTANCE LISTING INFORMATION

The federal funding provided to a subgrantee under this Agreement can be identified by the following:

Assistance Listing Number:	94.006
Federal Program Title:	AmeriCorps
Federal Award Numbers and Years:	24ACICA002, FY 2025 (Competitive Cost Reimbursement) 24AFICA002, FY 2025 (Formula Cost Reimbursement)

5. SCOPE OF WORK

For the purposes of this agreement, the Scope of Work shall be deemed to be implementation of the awarded program design as described in the grant application, contained in Exhibit A, "Program Narrative, Performance Measure Worksheets (PMWs), and Service Site Locations List." If there is a conflict or discrepancy between any portion of this contract and the performance measurement worksheets, the performance measurement worksheets will prevail unless mutually agreed by both parties. All primary approved AmeriCorps member service activities are accounted for in the performance measurement worksheets.

6. MEMBER RECRUITMENT, ENROLLMENT, AND RETENTION

The Scope of Work is dependent upon the full enrollment and retention of the number of member slots included in this award. The subgrantee is expected to fill 100% of slots awarded in the grant and retain no less than 85% of members enrolled.

The subgrantee has set the following date(s) as the Final Start Date(s) for enrolling new Members into the Program. This is the latest date members could begin and still have adequate time to complete the required hours for their service position (slot type).

Final Start date for full-time (1700 hours) Members: <<Date>>
Final Start date for full-time (1200 hours) Members: <<Date>>
Final Start date for part-time (900 hours) Members: <<Date>>
Final Start date for reduced half-time (675 hours) Members: <<Date>>
Final Start date for quarter time (450 hours) Members: <<Date>>
Final Start date for minimum time (300 hours) Members: <<Date>>
Final Start date for abbreviated time (100 hours) Members: <<Date>>

Recruitment

In order to fully enroll allotted slots, the subgrantee is expected to dedicate adequate time and resources to member recruitment. There are a variety of Recruitment tools to support these efforts available in the [Member Recruitment](#) section of [Grantee Central](#).

CV Monthly Recruitment Survey: The subgrantee is required to complete a monthly recruitment status update to CV when requested.

Program Website: To ensure adequate recruitment, the subgrantee must have a dedicated section of their website that describes their AmeriCorps program, member positions, link to application, and [interest form](#). The AmeriCorps program webpage must display the current AmeriCorps and CV logos. See [Website Best Practices](#).

CV Website: The subgrantee must provide up to date information on available service positions, what counties opportunities are available in, service focus area, types of service term commitments available, and where interested applicants can apply to California Volunteers. This information will be posted in the AmeriCorps California [Program Partner Directory](#) on the CV Website.

Recruitment Plan & Outreach

The subgrantee is required to develop a diverse and inclusive recruitment and outreach plan that addresses elements in the CV Recruitment Plan Template. The subgrantee must list all of their member listings/position descriptions by creating [Service Opportunity Listings](#) in the My AmeriCorps Portal. Additionally, the subgrantee may be required to post all service opportunity listings on the CV website and/or other digital platforms sponsored by CV.

Enrollment of Selected Members

The My AmeriCorps Portal in eGrants is the federal mechanism through which subgrantees enter and update member records, including enrolling a member and recording an individual's start date. The subgrantee must enroll each member into the Portal prior to their first day of service and in sufficient time for AmeriCorps to automatically or manually verify an individual's Social Security Number and citizenship eligibility. The subgrantee must also certify that all accepted member's

required National Service Criminal History Check components are completed and adjudicated no later than ONE DAY before their first day of service. Applicants will not be permitted to enroll in the National Service Trust for the Eli Segal Education Award prior to those steps occurring.

Each member's enrollment must be **finalized** in the My AmeriCorps Portal no later than eight (8) days after the start date of the member. An individual is presumed to be an AmeriCorps member as of the **start date** reflected in the My AmeriCorps Portal. Programs are responsible for ensuring the data values they enter via the My AmeriCorps Portal are accurate and submitted within the required timeframes. AmeriCorps will rely on the information entered by subgrantees via the My AmeriCorps Portal. The member's start of service date recorded on the first timesheet should agree with the **start date** entered into the My AmeriCorps Portal. No hours can be recorded prior to that date.

7. CV COST PER MEMBER SERVICE YEAR (MSY)

The subgrantee's maximum cost per MSY level is the amount stated in the awarded Budget Narrative (Exhibit B). Since AmeriCorps grant funds are awarded based on the number of Member Service Years (MSYs) or full-time equivalent service positions approved in the grant award, subgrantees must maintain a reasonable cost per Member Service Year (MSY) throughout the grant period. As such, after the Final Start Date (identified in Section 6) for each slot type has passed, if the program's member enrollment rate is below 80%, CV reserves the right to reduce the subgrantee's program budget, including transferring unutilized slots to maintain a reasonable cost per MSY.

The subgrantee understands that an enrollment rate below 80% will be subject to a potential reduction in the grant award amount for the current year and subsequent years of the grant period.

8. MATCH FUNDS AND PROGRAM INCOME

Matching Funds

The subgrantee must have appropriate documentation of all matching funds received to support any match expended in the approved budget and reported in expenditure reports. California Volunteers will be verifying match sources reported. Failure to secure matching funds identified in the budget may result in adverse audit findings in addition to negatively affecting future grant applications to CV.

Section 121(e)(5) of the National Community Service Act (42 U.S.C. 127(e) requires that programs that use other federal funds as match for an AmeriCorps grant report

the amount and source of these funds to AmeriCorps and CV on the Federal Financial Report. In addition, such programs must obtain the permission of the other federal agency to use their funds as match for an AmeriCorps grant and provide documented evidence of the permission obtained to CV upon request. If applicable, the subgrantee must track and be prepared to report on that match separately each year and at closeout.

Program Income

A. General Income, including fees-for-service earned as a direct result of the award-funded program activities during the award period, must be retained by the recipient and used to finance the award's non- AmeriCorps share.

B. Excess Program Income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR Part 200 and be deducted from total claimed costs. Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report. (Exhibit E: ASN Terms & Conditions XIII)

9. EVIDENCE OF MATCH COMMITMENT

The subgrantee agrees to submit a Confirmed Match Assurance verifying that all matching funds outlined in Exhibit B – Sources and Types of Match Contributions from any party providing the program with matching funds, including cash match, in-kind match, and/or any costs associated with Fixed-amount grants have been secured. CV, in its sole discretion, shall determine if the subgrantee has provided adequate information, and The subgrantee must produce the following documents to CV within 24 hours of any request to provide them for this purpose:

A. Memorandum of Understanding (MOU). This is a signed and dated agreement between parties. It typically includes areas such as a description of services, how the cost of services will be funded, duration of the agreement, and consideration. These types of agreements are very common between the subgrantee legal applicant and member placement sites. As long as the MOU clearly has evidentiary statements about the exact amount of matching funds and a schedule of payment, an MOU can serve as evidence of matching funds.

B. Letter of Intent. This is a signed and dated document outlining an anticipated agreement between parties *before* a contract is finalized. There are two possibilities for the letter:

- 1) **A party who is only a contributor to The subgrantee.** This letter would serve to document the intention of contributor to give funds (cash or in kind) to The

subgrantee. The letter should include a description of the intention. This should include: the amount of cash or in-kind contribution, at what times these intentions will be executed, and under exactly what circumstances. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors.

- 2) **A party who is both a contributor and a placement site for Members.** This letter would serve to document the intention of a partnering organization to both contribute matching funds and host members to the subgrantee. The letter should include a description of the intention, the amount of cash or in-kind contribution [e.g., staff time committed to supervision], at what times these intentions will be executed, and under exactly what circumstances. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors. The letter should also include an intention to complete an MOU with the subgrantee to stipulate placement site requirements.

- C. Evidence of Funds Already Received.** If the subgrantee received matching funds *before* signing a CV contract, then a letter from the subgrantee that states the dollar amount received, from what source, and a schedule of payments would be evidence of matching funds. This document would also evidence matching funds that are a portion of a larger grant received by the legal applicant. This document should be signed and dated. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors.

If, during the term of this agreement, a Subgrantee experiences a change in the match commitments made to support this grant, the subgrantee is required to provide CV within seven days, written notice of the change that occurred and updated documentation of the match commitment. Changes in a match commitment include, but are not limited to, the loss of a partner providing match, a decrease in the level of match provided by a partner, the failure of a letter of intent or MOU to mature into actual matching funds, or the inclusion of a new match partner.

10. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS (NSCHC)

- A. Minimum Federal Requirements.** The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. An individual is ineligible to serve in a position that receives such AmeriCorps funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder as defined

in 18 USC 1111. The subgrantee is required to maintain documentation of required background checks completed. Failure to adhere to the NSCHC requirements may result in cost [disallowance](#) of staff salary or member living allowance and FICA up to the point in time compliant checks are completed. As of the updated Federal Rule, program staff who began work on a *fixed amount grant* after May 1, 2021 are *not* subject to the NSCHC requirements.

B. California Volunteers (State) Requirements. CV NSCHC Policy Agreement (Exhibit H) includes specific requirements for conducting checks. Detailed information and training can be found on CV [NSCHC webpage](#). Unless CV and/or AmeriCorps (the agency) has provided a subgrantee with a special waiver, subgrantees must follow CV's NSCHC requirements outlined in Exhibit H.

NSCHC Enforcement and Cost-Based Disallowance. CV and AmeriCorps' Office of Monitoring regularly monitor for adherence to the National Service Criminal History Check (NSCHC) requirements. Noncompliance can lead to significant disallowed cost per the required [Enforcement Guide](#).

NSCHC Training Requirement. In addition to participating in [CV required National Service Criminal History Check \(NSCHC\) training](#) every year, The subgrantee must also complete and retain a certificate of completion of AmeriCorps' [National Service Criminal History Check eCourse](#) training annually, to ensure that the subgrantee and its partnering organizations conducting criminal history background checks comply with all NSCHC requirements. The subgrantee must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the subgrantee. The subgrantee must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. The subgrantee should save certificates of completion from each year as grant records and provide a copy of the certificates for both trainings to CV during the contracting process.

11. MEMBER RECORD DOCUMENTATION, VERIFICATION AND RETENTION

Member recruitment and selection requirements are in AmeriCorps's regulations at 45 CFR§§ 2522.210 and Part 2540, subpart B. In addition, the subgrantee must ensure that AmeriCorps procedures for recruiting, selecting, enrolling, supervising, supporting, and exiting AmeriCorps members are followed (see Exhibit E: Terms and Conditions for AmeriCorps State and National Grants).

- A. Eligibility Verification and Documentation.** Unless an individual's social security number and citizenship are verified through the My AmeriCorps Portal, the subgrantee must obtain and maintain documentation as required by 45 CFR §

2522.200 (c). Programs that receive notice a member is not able to be automatically verified – either the member's social security number or their citizenship was not verified through the My AmeriCorps Portal –must provide the requested documentation to AmeriCorps (the agency) or you will not be able to enroll the member in the program. The California Volunteers [Member File Checklist](#) provides the list of acceptable documents that demonstrate citizenship eligibility. Programs must retain this documentation if it was requested for manual verification.

In addition, the subgrantee must maintain documentation demonstrating that all members enrolled meet all other eligibility requirements such as age, education, and clearance of all required NSCHC checks as required by CV outlined in CV NSCHC Policy Agreement (Exhibit H).

- B. **Recordkeeping.** The subgrantee must maintain records of all the documents listed in the California Volunteers [Member File Checklist](#) and ensure that those records, along with the member enrollment record in eGrants, are sufficient to establish each member was eligible to participate and that the member successfully completed all program requirements. The subgrantee may store member files electronically and use electronic signatures if the subgrantee can ensure the validity and integrity of the record and signature is maintained. The subgrantee's electronic storage procedures and system must provide for the safe-keeping and security of the records as required by AmeriCorps.

12. MEMBER LIVING ALLOWANCES AND IN-SERVICE BENEFITS

The subgrantee must ensure that Members receive the following benefits:

- A. **Living Allowance:** Subgrantees operating an AmeriCorps program must provide a minimum living allowance of at least \$30,000 for Full-time members serving a 1700-hour term of service and a prorated amount for all other part-time slot types as follows:

Term of Service	MSY Equivalence	Minimum # of Hours	Minimum Living Allowance	Maximum Living Allowance
Full Time	1.00	1,700	\$30,000	\$40,800
Three-Quarter Time	.700	1,200	\$21,176	\$28,560
Half Time	.500	900	\$15,882	\$20,400
Reduced Half Time	.3809524	675	\$11,912	\$15,504
Quarter Time	.26455027	450	\$7,941	\$10,608
Minimum Time	.21164022	300	\$5,294	\$8,568
Abbreviated Time	.05627705	100	\$1,765	\$2,448

Living Allowance Distribution (Exh. E – ASN Specific Terms & Conditions, VIII)

Subgrantees are required to pay members the living allowance as a fixed stipend distributed in regular increments, such as weekly or bi-weekly, rather than on an hourly or annual basis. The living allowance is not a wage and must not be paid based upon an hourly calculation. Payments shall not fluctuate based on the number of hours served in a particular time period and must cease when a member concludes a term of service.

If a member serves all required hours and is permitted to conclude their term of service before the originally agreed upon end of term, the grantee may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the grantee must provide regular living allowance distribution payments at the same level as other Corps members from the member's start date and may not increase the Member's living allowance incremental payment or provide a lump sum to make up any missed payments.

Education Award Program Fixed Amount awards (EAPs) may provide a living allowance or other in-service benefits to their members but are not required to do so. Full-cost and other Fixed Amount recipients must provide a living allowance and other benefits to their full-time members.

- B. FICA (Social Security and Medicare taxes).** Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
- C. Income Taxes.** The subgrantee must withhold personal income taxes from Member living allowances. The subgrantee must require each Member to complete a W-4 form at the beginning of the term of service and the subgrantee must provide each Member with a W-2 form at the close of the tax year.
- D. Unemployment Insurance.** The U.S. Department of Labor ruled on April 20, 1995, that federal unemployment compensation law does not require coverage for members because no employer-employee relationship exists. The grantee may not charge the cost of unemployment insurance taxes to the grant unless mandated by state law. Under California Unemployment Insurance Code Section 634.5, AmeriCorps Members are not considered

“employees” and therefore, the subgrantee is not required to pay unemployment insurance taxes for Members. Thus, members are not eligible for unemployment upon exit from the program

- E. Workers Compensation.** Under California Labor Code Sections 3351 to 3352(j) inclusive, Subgrantees are required to provide workers' compensation insurance for AmeriCorps Members as they would for any employee.
- F. Health Care Insurance.** In accordance with the federal regulations, The subgrantee is required to provide a health care policy that provides the minimum AmeriCorps requirements specified to those **full-time** Members not otherwise covered by a health care policy at the time of enrollment or to those Members who lose coverage during their term of service as a result of participating in the Program or through no deliberate act of their own. See Contract Exhibit E - ASN Specific Terms & Conditions for full information.
- G. Member Exemption from California Wage and Hours Laws.** Under [California State Law](#), Chapter 365, Statutes of 2000, AmeriCorps Members are exempted from California wage and hour laws. Under California Labor Code Section 1171, AmeriCorps Members are exempted from state overtime laws. Members must be informed at the time of enrollment that they may be required to serve in excess of 8 hours per day or 40 hours per week, or both, and must be allowed to opt out of the national service program at that time. This law also prohibits discrimination against participants for refusing to work overtime for a legitimate reason.

13. CALIFORNIA VOLUNTEERS-SPECIFIC AMERICORPS MEMBER REQUIREMENTS

- A. Member Service Agreements.** The subgrantee must require that each Member sign a Member Service Agreement (MSA) prior to starting service. California Volunteers has [a required template](#) programs must use which includes all required elements outlined in the AmeriCorps State and National Terms & Conditions. The grantee's adaptation of the template is reviewed and approved during Contracting, and signed agreements are sampled during file review. The subgrantee should ensure that the service agreement is signed on or before commencement of service, but the effective date will not be before the member is enrolled in the AmeriCorps Portal.
- B. Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and Members may not engage in the following prohibited activities (see 45 CFR § 2520.65):

- a) Attempting to influence legislation;
- b) Organizing or engaging in protests, petitions, boycotts, or strikes;
- c) Assisting, promoting, or deterring union organizing;
- d) Impairing existing contracts for services or collective bargaining agreements;
- e) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h) Providing a direct benefit to—
 - (1) A business organized for profit;
 - (2) A labor union;
 - (3) A partisan political organization;
 - (4) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (5) An organization engaged in the religious activities described in paragraph g above, unless AmeriCorps assistance is not used to support those religious activities;
- g) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- h) Providing abortion services or referrals for receipt of such services; and
- i) Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National

objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities, when possible.

C. Timekeeping. The subgrantee is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post service benefits. The subgrantee must have a timekeeping system that is compliant with 2 CFR § 200.430; however, because AmeriCorps members are National Service Participants and not employees per 45 CFR 2510.20, there is not an expectation that the subgrantee track time beyond a member's AmeriCorps service. If a subgrantee engages an AmeriCorps member in other Federal grant activities as an employee, the member and supervisor must certify, under penalty of perjury, that the member is not double counting their time, duplicating, displacing, or supplanting the other Federal grant activities, as outlined in 45 CFR 2540.

Hours Reporting Integrity. Recording and reaching the minimum required hours for the member's slot type is why consistent attendance and timekeeping are so important. The program must review the timesheet approval process with members during orientation. Members are also informed in the required California Volunteers [Member Service Agreement](#) section III.(f) that false reporting of hours is grounds for immediate dismissal and could be considered fraud since AmeriCorps is a federally-funded program. It could also lead to the requirement to pay back the living allowance.

- D. Service Site Partner Staff** (Supervisors) and members must be trained in timesheet approval and the importance of proper hours validation, as well as Prohibited and Unallowable Activities.
- E. Service Terms Changes and Exit.** The subgrantee must notify AmeriCorps' National Service Trust, via the My AmeriCorps Portal (eGrants), within 30 days of a member's completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms on-line in the My AmeriCorps Member Portal except in rare cases when the recipient program has received written approval to waive this requirement from the Director of AmeriCorps State and National or her/his designee. The subgrantee also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved by California Volunteers and changed (i.e., from full-time to less than full-time or vice versa). Failure to report such changes within the required time frames may result in sanctions to the recipient, up to and including, suspension or termination of the award. Recipients or subrecipients meet notification requirements by using eGrants to inform AmeriCorps of changes within the required time frames. Any questions regarding the Trust should be directed to the Hotline (800) 942-2677.
- F. Member Slot Changes Require CV Approval:** The subgrantee must obtain prior approval from CV before making changes to any types of **unfilled slots** (e.g., converting full-time slots to half-time slots). Slot Conversion requests can be made via Salesforce.
- The subgrantee must also seek prior CV approval to change the slot type of a **currently enrolled member** (see Exh. E: ASN Specific Terms & Conditions p.10). Such changes should be requested within the member's first 90 days. Changes beyond that time require justification.
- G. Member Training.** All programs are required to provide AmeriCorps members with the training, skills, and knowledge necessary to perform the tasks required in their respective projects (45 CFR § 2522.100 (j)). Programs must develop and implement a Training Plan to train all enrolled AmeriCorps members, including absent or late enrolling members. Please note all trainings in a Member Training Calendar provided to both members and service site partners so they are aware of this important aspect of member professional development.

Training Plans are provided and reviewed as part of Contracting Readiness. Training topics and requirements are covered in detail in the [Program Readiness Checklist](#). California Volunteers has training resources and Pre-Service Orientation (PSO) slides that can be modified for program use.

All PSO training topics should also be part of the required training for Service Site Supervisors as noted in the Program Readiness Checklist. Subgrantees are encouraged to invite Site Supervisors to Member PSO to train on common topics and build cohesion and connection.

No more than 20 percent of the aggregate of all AmeriCorps member service hours in your program, as reflected in the member enrollments in the National Service Trust, may be spent in education and training activities. [45 CFR § 2520.50](#), unless granted a waiver by AmeriCorps.

- H. Life After AmeriCorps Training.** The subgrantee agrees to provide high quality support to members who are completing a term of service and help them transition to other educational and career opportunities. Subgrantees are encouraged to use the AmeriCorps Advantage Career Resource Guide developed by California Volunteers as a resource. Subgrantee-facilitated use of the AmeriCorps Advantage Guide may be counted toward training hours and as such are subsumed under the requirement that no more than 20 percent of the aggregate of all service hours may be engaged in training activities.
- I. Alumni Network.** The Alumni Network is open to all California Service Corps alumni (AmeriCorps California, California Climate Action Corps, College Corps, and Youth Service Corps). The subgrantee is required to provide members with information about the Alumni Network. Through this network, alumni have access to a variety of resources and opportunities including networking and career development opportunities, leadership and speaking opportunities, and updates and stories on California Service Corps programs.
- J. Member Exit Survey.** The subgrantee agrees to administer the California Volunteers' Member Exit Survey by ensuring all members complete the survey prior to member exit and will ensure the completed survey is submitted to California Volunteers prior to the Program End Date.
- K. Member Rights and Reporting.** The subgrantee shall notify AmeriCorps members that they may report any discrimination, harassment, or other illegal activities to the Office of the Inspector General (OIG) for the Corporation for

National and Community Service (AmeriCorps). The subgrantee shall provide to members the contact information for the OIG, which is currently hotline@cnsoig.gov or by telephone at (800) 452-8210. This is included in the CV Member Service Agreement template.

14. REASONABLE ACCOMMODATION

Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable accommodation for the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. As such, inquiries about the need for reasonable accommodation should take place after a member has been offered an AmeriCorps position. There may be funding available from AmeriCorps to offset the recipients' costs on a first come, first serve basis. Please email Accommodations@cns.gov for more information.

15. FUNDRAISING ACTIVITIES

If members will perform any fundraising activities, the subgrantee must have an approved Fundraising Performance Measurement Worksheet to account for any member time spent on allowable fundraising activities. As required by federal regulations, the subgrantee is responsible for documenting that members do not spend more than 10% of service hours toward performing any fundraising activities, including fundraising supporting activities (i.e., serving food, stuffing envelopes, collecting any type of donation, directing parking, etc.).

AmeriCorps members may participate in fundraising activities within the following guidelines:

- Member fundraising activities must be in support of the program's identified community need, and may not include fundraising activities that provide benefit to the legal applicant and/or placement site's general operating budget or endowment or that of other programs sponsored by the legal applicant and/or placement site;
- Members may not fundraise for required matching funds necessary to cover program operating costs;
- Members may not prepare grant applications for funding provided by CV, AmeriCorps, or any other federal agency; and
- Members may not participate in fundraising activities unless specifically outlined in both the performance measures and member position description and agreed to by the member.

16. PARTNER AND PERSONNEL REQUIREMENTS

- A. Minimum Staffing Requirements.** Unless the subgrantee has received an exemption from CV, the subgrantee agrees to maintain, at a minimum, one full-time (40 hours minimum per week, 100% dedicated to the AmeriCorps program) staff whose primary responsibilities are to administer the AmeriCorps program. The subgrantee agrees to staff position descriptions of individuals on the grant upon CVs' request.
- B. Partner and Service Location Information.** The subgrantee must ensure that service locations information are entered in the My AmeriCorps portal for all members within seven calendar days of members starting a term of service. The subgrantee is required to include the name of the organization, and the full address or zip-plus-four of the service locations where members will be serving. If a member is serving at multiple locations, the program must select as the member's primary assignment, the location where the member serves the majority of hours. All service locations must be listed in the portal.

In addition to following the required procedure to enter all service locations in the My AmeriCorps Portal for all members, The subgrantee must ensure that all service locations entered are accurate and reflected in the approved Service Site Locations List and must provide California Volunteers with an Excel listing of all service locations, including the number and names of AmeriCorps members assigned to each site, upon request.

The subgrantee must notify CV of any key partnership change. Subgrantees must maintain accurate partnership information in the system upon any changes such as the addition of new partners, loss of partners, slot conversion, etc. In addition, the subgrantee must provide CV with updated information on all partnership changes on other related CV forms such as the Service Site Locations List, Slot Conversion Request and Progress Report. Partnership information will be verified through CVs' monitoring processes.

- C. Key Personnel Changes.** The subgrantee must receive prior approval for changes in key personnel identified in the budget and **is required to notify CV of any key program or organization staff changes at least 14 working days prior to when the change occurs.** In addition to the required prior approval for changes in key personnel identified in the budget, the subgrantee must also notify CV of any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award. The subgrantee must also notify CV of any change in the senior

leadership of the legal applicant organization. Failure to provide notification on key partner and staff changes will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future funding decisions.

- D. Transition Plan.** Should changes in key program staff occur, the subgrantee is required to have a transition plan and procedure to ensure minimal negative impact to program operations. The subgrantee agrees to make available staff transition plans upon CVs' request. CV has an [AmeriCorps CA New Staff Onboarding Plan](#) to support staff transition.

17. MONITORING ACTIONS

CV reserves the right to make site visits to review and evaluate subgrantee records, accomplishments, organizational procedures and financial control systems, to conduct interviews, and to provide technical assistance as necessary.

CV as well as other state and federal agencies, including the AmeriCorps Agency, shall have the right to monitor subgrantees for performance and compliance in accordance with the requirements of this grant. CV may monitor the subgrantee for both program and fiscal compliance. Such monitoring may result in a subgrantee being required to pay back any disallowed costs and/or develop and implement corrective action plan(s) to address noncompliance issues or deficiencies found as a result of monitoring. Failure to timely comply with these requirements may result, at CVs' discretion, in repayment of grant funds and/or the withholding of payments until such time as the requirements are met.

18. PAYMENTS

In consideration of the services specified in Section 5, "Scope of Work," CV will reimburse the subgrantee for approved, budgeted, expenditures that have already been incurred. The subgrantee may not request funds for expenses that have not yet been paid.

Invoices must be submitted in the format and level of detail specified by CV. Invoices are submitted using CV's Salesforce system, leveraging the invoicing module. For any questions on this process, please refer to the trainings and guidance provided on invoicing located within Grantee Central.

Invoices must be submitted monthly. Invoices must be submitted within 30 days of the completion of the month for which reimbursement is being requested. For example, if invoicing for the month of April, the reimbursement request should be submitted no later than May 30th.

The only exception to these deadlines is for the **final reimbursement request. The final request must be submitted within 60 days of the end date of this agreement.** If an invoice is submitted after 60 days from the end of this agreement, it is likely that CV will be unable to pay that invoice. Failure to submit invoices within these timeframes will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

CV may withhold payment from subgrantees if they are found to be out of compliance with any aspect of this contract until such time as the compliance issues are adequately addressed between the parties.

Invoices may be subject to Invoice Validation. Invoices selected for review will not be cleared for payment until the invoice review is complete. With an invoice review, Subgrantees of CV are required, within 5 business days of receipt of notification, to provide all program operating cost documentation that supports the selected AmeriCorps invoice that has been submitted to CV for reimbursement.

The subgrantee is prohibited from billing other federal, state, or local agencies for goods and/or services which have been billed and/or reimbursed to the contractor by CV.

For more guidance on the payment process see Exhibit G, "Resource and Reference Materials for Subgrantees."

19. TRAVEL

Subgrantee travel and mileage reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the Federal Government. These rates and policies can be found at:
<http://www.gsa.gov/portal/category/100120>

Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the subgrantee home or headquarters. There may be an exemption to the 50-mile radius for required member site to member site travel in the same day. Subgrantees are responsible for ensuring travel expenses are within federal travel policies. The subgrantee must maintain appropriate backup documentation for all travel expenses reimbursed to staff and Members under this grant.

If the subgrantee written travel policy has different reimbursement rates for their employees than those established by the Federal Government, those rates may be used as long as they do not exceed the rates established by the Federal Government. State entities must use the rates established by CalHR. AmeriCorps

Members should be reimbursed no less than the rates used for subgrantee or placement site employees.

Subgrantees must request and receive prior approval from CV for out-of-state travel with grant funds. For more guidance on travel and mileage reimbursement see Exhibit G, "Resource and Reference Materials for Subgrantees."

20. USE OF ELECTRONIC GRANTS MANAGEMENT SYSTEMS

- A. **California Volunteers AmeriCorps Salesforce Platform.** The subgrantee is required to use California Volunteers' Salesforce grants management system for monitoring and reporting activities as well as for submitting initial grant applications and monthly invoices.
- B. **Federal Grants Management System.** AmeriCorps uses an online system to automate the entire grants and project management process from application to closeout. Through this system, CV receives and manages federal funds to support AmeriCorps programming. To allocate these funds, the subgrantee must submit an approved application, budget, and budget narrative through AmeriCorps' online system (eGrants).

AmeriCorps' online system includes the *My AmeriCorps* Portal to manage the AmeriCorps Member experience. The subgrantee must use this Portal to manage Member recruitment, enrollment, approved slot changes, and certification of eligibility for an education award at exit. The subgrantee must comply with all federal regulations and CV policies and procedures governing member management (e.g., Member time tracking, slot conversions, changing member slot type).

The subgrantee is responsible for maintaining staff access levels, communicating staff access information to CV, and, ultimately, maintaining the overall integrity of the information reported through eGrants.

21. REPORTING REQUIREMENTS

- A. **Federal Financial Reports.** The subgrantee shall complete and submit Federal Financial Reports (FFRs) to report the status of all funds. The subgrantee must submit timely cumulative financial reports in accordance with CV guidelines according to the following schedule. **Each FFR can be found within your CV Expense Workbook.**

First Report: Due **October 15, 2025** for expenses incurred from start of award – September 30, 2025.

Second Report: Due **April 15, 2026**, for expenses incurred from the start of the award - March 31, 2026

Third Report: Due **October 15, 2026**, for expenses incurred from April 1, 2026- September 30, 2026

Final Report: **Due with submittal of final invoice, but no later than January 31, 2027** (expense period: October 1, 2026 – December 31, 2026, where applicable).

CV may withhold payments if FFRs are not received by the due dates. Failure to submit timely FFRs will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

- B. Progress Reports.** The subgrantee must submit two cumulative progress reports to CV – a mid-year and final report. **Due dates can be found in the Program's page in Salesforce.** Reports must be submitted in the format and level of detail specified by CV. Reporting requirements and dates are subject to change based on additional guidance issued by the federal or state government. CV reserves the right to request program progress data to meet stakeholder requests or for purposes of elevating the program's service to an external audience.
- C. Additional Reporting Metrics.** Member information, including Personally Identifiable Information, as requested by CV, including but not limited to: Name, Address, Phone Number, Email Address, Program Completion Status. The subgrantee agrees to make member contact information available to CV to use in program communications on a schedule to be provided by CV.

22. SPECIAL EVENTS

All subgrantees are required to conduct both a swearing-in and graduation ceremony for all cohorts/classes of AmeriCorps members. The AmeriCorps pledge must be administered as part of the swearing-in ceremony. Additionally, all subgrantees are required to support member participation in the following CV-sponsored events:

- AmeriCorps Week (March 2026)
- California Volunteers Pledge Ceremony and/or End of Term Service Celebration

- California Volunteers Days of Action (if available at or near member service location)
- California Service Corps Member Connections convenings hosted by California Volunteers

Subgrantees are strongly encouraged to engage member participation in the following events or National Service Days:

- Martin Luther King Day of Service
- Cesar Chavez Day of Service
- National Volunteer Week
- September 11 National Day of Service and Remembrance (9/11 Day)

23. ALTERNATIVE SERVICE ACTIVITIES

During a state declared emergency, CV reserves the right to redirect member resources to support the state's disaster response and recovery efforts. If a service activity is disrupted due to an emergency, the subgrantee must first redirect members to help support state/local emergency needs identified by CV unless such service opportunities are not available where the member resides. All other service activities that are not specifically defined in the grant must be approved by CV. Except in instances where CV has granted a blanket approval, the subgrantee should obtain written (email) approval from their Program Specialist as soon as practicable. New activities must not be otherwise prohibited or unallowable (e.g., lobbying). The new approved service activity can begin immediately. In the meantime, the subgrantee should carefully document all the costs associated with the new service activities.

24. CALIFORNIA VOLUNTEERS AND AMERICORPS BRANDING

The Subgrantee must ensure members are clearly identified as AmeriCorps members, such as by wearing service gear with AmeriCorps logos during all service hours. The subgrantee is required to follow AmeriCorps State and National Grants Terms and Conditions (Exhibit E) in regard to identification as AmeriCorps program or member and the use of the AmeriCorps name and logo. Additionally, the subgrantee is to use the California Volunteers addendum (See Exhibit I), for requirements and recommendations for AmeriCorps California branding and messaging.

25. MEDIA COMMUNICATIONS

Subgrantees are required to get pre-approval for all press releases related to AmeriCorps California grants and use either the AmeriCorps template or include the required language. Requests for pre-approval must be sent to California Volunteers

at CVCommunications@cv.ca.gov. California Volunteers will be responsible for consulting AmeriCorps (the federal agency) as required.

In order to identify The subgrantee's program as an AmeriCorps California program administered by California Volunteers, all press releases, fact sheets, talking points and press interviews must:

- Include the AmeriCorps California and California Volunteers name and/or logo on all printed materials.
- Include the phrase, “[Org Name] is a proud grantee of the AmeriCorps California program administered by California Volunteers, Office of the Governor.”

Subgrantees must provide a copy of all materials or synopsis of interviews relating to the AmeriCorps grant or program to their designated California Volunteers program specialist. Please refer to the materials in **Contract Exhibit I** for further guidance and resources for media releases.

26. OTHER COMMUNICATIONS

To further identify The subgrantee program as an AmeriCorps program administered by California Volunteers, all printed materials must include the AmeriCorps California and California Volunteers names and/or logos. This includes, but is not limited to, recruitment brochures, orientation materials, curriculum, signs, banners and publications, except those specifically designed for fundraising activities. While not required, The subgrantee is strongly encouraged to also include the California Volunteers logo on any printed apparel.

All subgrantees must prominently display the AmeriCorps California logo on their AmeriCorps program webpage and include a link and the California Volunteers logo from the “home page” of their website to CaliforniaVolunteers.ca.gov. When providing information about their grant and/or program on their website, subgrantees must include the phrase, “[Org Name] is a proud grantee of the AmeriCorps California program administered by California Volunteers, Office of the Governor.”

As part of a broader effort to enhance member service experience, strengthen connection among members across programs and establish a shared service experience for all AmeriCorps members serving in California, California Volunteers may send communications to grantees and directly to members about service events, resources, trainings and post-service employment opportunities. All subgrantees must support member participation in these opportunities to the extent they do not prevent members from performing awarded grant service activities.

California Volunteers and AmeriCorps utilize photos and stories of service to promote AmeriCorps programs and members. Subgrantees are strongly encouraged to provide California Volunteers any photos or member service stories that are appropriate for such usage. These materials may be used on www.CaliforniaVolunteers.ca.gov, the AmeriCorps website, or in other AmeriCorps or California Volunteers promotional materials.

California Volunteers encourages the use of social media platforms (such as Facebook, X (Twitter), LinkedIn, BlueSky and Instagram) to help promote the successes of AmeriCorps programs. Subgrantees are encouraged to provide California Volunteers with the social media handles (names) for all social media accounts of the program, so that California Volunteers can share program stories. Subgrantees are also encouraged to interact and engage with California Volunteers through social media outlets.

27. EMERGENCY PREPAREDNESS, RESPONSE, AND RECOVERY

AmeriCorps members are considered participants of the California Service Corps (CSC) administered by California Volunteers. As the lead state agency on volunteer management before, during, and after disasters, California Volunteers may redirect the service of AmeriCorps members to support disaster response and or recovery efforts as needed by the State of California. Waivers to this requirement will be considered on a case-by-case basis for programs that can demonstrate that this requirement would cause undue hardship or be otherwise unreasonable for reasons related to specific program design.

California Volunteers serves as the primary point-of-contact for AmeriCorps national service resources in California during times of disaster. Depending on the nature of the request, California Volunteers may ask members to activate or deploy to provide disaster response and recovery service.

California Volunteers has the following options for participation to allow for flexibility for program and incident needs:

Tier 1: Program Redirects Services in their Service Area

When there is an incident in the service area, programs are encouraged to work with community partners and redirect members to take on new service duties to meet needs that arise as a result of a state declared disaster.

Tier 2: State Activates Members in their Service Area

California Volunteers may activate members when the local jurisdiction requests help from the state. Members will participate in California Volunteers determined disaster response and recovery activities within their service area, defined as within 50 miles of a member's assigned service site. This may involve virtual service opportunities or in-person service opportunities. This may include service opportunities outside of the member's standard service hours or in place of their standard service duties. If members are activated by California Volunteers, service hours spent in response to that event may be counted towards the total required member hours of a given member. Additionally, costs associated with supporting the deployment of members to disaster service site(s) (e.g. mileage, staff supervision, living allowance, etc.) may be incurred against the AmeriCorps grant.

Tier 3: State Deploys Members Outside of their Service Area

California Volunteers may deploy members when the local jurisdiction requests help from the state. Members deploy outside of their service area to participate in California Volunteers determined disaster response and recovery activities. Duties may include assisting organizations with: volunteer reception centers (ex: registering spontaneous volunteers, data entry), donations management (ex: sorting, inventorying and/or distributing donations), shelter operations, feeding, clean-up (mucking & gutting), and/or debris removal. Members deployed to support these activities will receive sufficient onsite training. If members are deployed by California Volunteers, service hours spent in response to that event may be counted towards the total required member hours of a given member. California Volunteers would be responsible for identifying resources to support any deployment costs that cannot be absorbed by the AmeriCorps grant if members are activated to support disaster response outside of their service area, defined as more than 50 miles outside of a member's original assigned service site.

California Volunteers recognizes that removing members from their typical projects and service areas has great impacts. The decision to do either will be made with the utmost care and when other resources are exhausted. When possible, California Volunteers will first seek members for deployment on a voluntary basis. When deploying members to serve outside of their service area, California Volunteers will first activate members who are enrolled in disaster services programs and/or those participating in the California Disaster Reserve Corps before enlisting the support of programs whose grant-funded activities are not disaster focused.

28. SUBCONTRACTS

The subgrantee may enter into subcontracts, if included in the approved budget, to carry out the provisions of this agreement. Should the subgrantee enter into a subcontract, The subgrantee shall:

- A. Remain liable for the performance of the terms and conditions of this Agreement.
- B. Assure that subcontractors comply with the requirements set forth under (42 U.S.C. §9901 *et seq.*), as amended.
- C. Provide to the State, within 60 days of contract execution, the subcontractor's name, address, telephone number, contact person, contract amount, and program description of each subcontract to this Agreement.
- D. Require that subcontractors make all documents, papers, and records relevant to the work performed available to the State and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the subgrantee or subcontractor upon request during usual working hours.
- E. Place in each of its subcontracts a provision that: "The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under this Agreement."
- F. Notify the State in writing within thirty days if any subcontract under this Agreement is suspended or terminated. Additionally, in such notice the subgrantee shall identify how the suspension or termination will impact the subgrantee's budget and scope of work.
- G. Provide written notice to each subcontractor within five days from the date this Agreement is terminated or the date the State suspends this Agreement.
- H. Request of each subcontractor the certification required regarding Debarment and Suspension as stated in the AmeriCorps application, Certifications and Assurances, contained in Exhibit F.

Subgrantees must abide by the Transparency Act Award for reporting subawards and executive compensation as defined in the current Federal AmeriCorps Grant Terms & Conditions.

29. BUDGET AND PROGRAMMATIC CHANGES

- A. Budgetary Changes.** The subgrantee must obtain the prior written approval of CV before deviating from the approved budget included in Exhibit B in any of the following ways:
 - 1) Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal awards at 2 CFR Parts 200 and 2205. Certain cost items in 2 CFR

Parts 200 and 2205 require approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.

- 2) Purchases of Equipment over \$5,000 using award funds, unless specified in the approved application and budget.
- 3) Unless the AmeriCorps share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 9.99% percent or more on either the federal or grantee share of the budget must be approved in writing in advance by CV. Any transfer funds among approved direct cost categories that result in the cumulative amount of such transfers exceeding 9.99% percent of the total budget will require CV to obtain approval from AmeriCorps before a program can make this change.

Exhibit G, "Resource and Reference Materials for Subgrantees" identifies resources available on the budget revision and approval process. Failure to receive prior approval for budget revisions may result in nonpayment of expenditures that did not receive prior approval and/or invoices being held until the budget changes are resolved. In addition, non-compliance will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future funding decision-making.

B. Programmatic Changes. The subgrantee must first obtain the prior approval of CV before making any of the following changes:

- 1) Changes to the approved Performance Measure Worksheets included in Exhibit A, whether or not they involve budgetary changes;
- 2) Changes to the approved Service Site Locations List included in Exhibit A whether or not they involve budgetary changes;
- 3) Entering into additional sub awards or contracts for AmeriCorps activities funded by the award, but not identified or included in the approved application and award budget;
- 4) Substantial changes in the level of member supervision;
- 5) Changes in Member terms of service or program slots. Specifically, changes in:
 - awarded number of Member service year (MSY) positions
 - the funding level of the award
 - a Match Partner
 - slot types
 - a term of service for currently enrolled member
 - the last day to enroll for a slot type

C. Approvals of Programmatic and Budget Changes. Programmatic and budget change requests must be approved by appropriate CV officials in writing. CV's Department of Finance and Administration is responsible for approval of all budget change requests as well as execution of contract amendments. All programmatic change requests will be approved by the AmeriCorps Department. Subgrantees should not assume approvals have been granted unless written documentation from appropriate CV officials has been received.

D. Exceptions. Upon notification to CV, subgrantees may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from CV. As soon as practicable, subgrantees making disaster-related programmatic changes must discuss the recordkeeping, member activities, performance measure adjustments, and other AmeriCorps award requirements with CV. While written approval from CV is not required before making disaster-related programmatic changes, CV reserves the right to limit or deny disaster-related programmatic changes.

30. CONTRACT CLOSEOUT & RECORD RETENTION

At the end of each program year the subgrantee will be required to provide CV with documentation of the completion of program and fiscal requirements for the grant. This allows both CV and the subgrantee to evaluate program management and review program compliance. This will be done using the Close Out Process in Salesforce. The contract closeout process should be initiated in Salesforce, 45 days after the end of member service. The subgrantee will attest to completing Member File closeout, exiting all members from eGrants (providing member roster), final progress reporting, and submittal and retention of comprehensive financial documents. Upon receipt of the final invoice, CV staff will verify that all programmatic requirements have been satisfied. The final invoice will not be paid until CV has approved all closeout documentation. Upon payment of the final invoice, CV will provide the subgrantee with a letter confirming that the contract has been closed. Once this letter has been issued, CV will de-obligate any balance of funds remaining in the grant and the subgrantee will not be able to access these funds. For more information on CV policies regarding contract closeout, please see Exhibit G, "Resource and Reference Materials for Subgrantees."

The subgrantee must retain and make available all financial records, supporting documentation, program desk review documents, performance measurement and evaluation data and reports, member records, and personnel records for at least seven years or three years from the date of submission of the final invoice for the final grant year of a three-year funding period. Please refer to the fiscal closeout letter for the actual retention requirement date. These records may be requested by CV,

AmeriCorps, or in other federal audits at any time during the retention period. The subgrantee must provide documentation and participate in audits regardless of whether still operating an AmeriCorps program.

31. COMPLIANCE WITH RULES, REGULATIONS, AND PROCEDURES

Activities of Subgrantee with respect to this Agreement shall be conducted in accordance with pertinent Federal and State rules and regulations, including relevant Office of Management and Budget (OMB) circulars, and amendments thereto, and the AmeriCorps Regulations and Terms & Conditions attached as Exhibit E.

The subgrantee has full fiscal and programmatic responsibility for managing all aspects of the contract and contract-supported activities, subject to the oversight of the CV. The subgrantee is accountable to CV for its operation of the AmeriCorps program and the use of federal funds. The subgrantee shall notify the appropriate CV representative 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 contract or Subgrantee. The subgrantee will inform CV of any corrective action taken or contemplated while performing the activities under this agreement. The subgrantee must notify CV and the Office of the Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at the program indicates that there has been waste, fraud or abuse, or any violation of criminal law at the program or at the sub-recipient.

32. ADDITIONAL GUIDANCE AND CLARIFICATION

California Volunteers may from time-to-time issue Grant Management Memos to subgrantees transmitting additional guidance and/or clarification on activities or requirements related to the management of this grant. The subgrantee agrees to comply with guidance issued in Grant Management Memos that apply to grants issued under this Agreement, and the terms and requirements of such Memos are and will be incorporated into this Agreement, as if set out in full herein. In instances where Grant Management Memos issued after this Agreement is signed conflict with this Agreement, the Grant Management Memo will take precedence.

33. PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds and/or member positions, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if the United States Government makes sufficient funds and/or AmeriCorps member positions available to the State for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds and/or AmeriCorps member positions and if this reduces the amount of funds and/or AmeriCorps member positions available for this program, this Agreement shall be amended to reflect such reduction.

The State has the option to void this Agreement under the thirty-day (30) cancellation clause or to amend this Agreement to reflect any reduction of funds and/or AmeriCorps member positions.

34. STATE BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

35. PROPERTY PURCHASED WITH STATE OR FEDERAL FUNDS

Subgrantee assures that all supplies, materials, equipment, or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement. All equipment, materials, supplies or property of any kind purchased from funds advanced, reimbursed or furnished by the State under the terms of this

Agreement and not fully consumed in the performance of this Agreement shall be the property of the State and shall be subject to the State's administrative policies regarding disposition of equipment.

Subgrantee assures that it shall exercise due care in the use, maintenance, protection and preservation of State-owned property in Subgrantee's possession or any other property purchased by Subgrantee with State or Federal funds provided hereunder.

Subgrantee shall obtain prior written approval for the purchase or lease of equipment with either an acquisition cost of \$10,000 or a useful life of one or more years unless such intent is listed and defined in Exhibit B "Budget" of this Agreement. However, prior written approval for the purchase or lease of vehicles and trailers must be obtained from the State in each instance.

36. ADDRESS FOR THE STATE

All invoices must be submitted via California Volunteers' Salesforce Grants Management System. For documents containing Personally Identifiable Information (PII), please notify California Volunteers prior to submission and we will provide a link to a secure folder for upload. For questions or clarification on how other notices, correspondence, and fiscal and programmatic reports should be submitted by subgrantee to the State, please reach out to your assigned Program Specialist. Anything that is mailed shall be made by deposit in the U.S. Mail, first class, postage prepaid, and addressed as follows:

**California Volunteers
1400 10th Street
Sacramento, CA 95814**

All notices shall be deemed effective upon receipt by the State.

37. AUDIT REPORTS

Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. See Exhibit E, AmeriCorps General Grant and Cooperative Agreement Term and Conditions, Section IV, B4.

- A. Private, non-profit contractors shall submit to the State one (1) copy of the required audit report within nine months of the end of The subgrantee's fiscal year. The audit reports are to be submitted to the following address:

California Volunteers
Attention: AmeriCorps Fiscal Unit
1400 10th Street
Sacramento, CA 95814

- B. Local governmental entities shall submit to the State one (1) copy of the required audit report within thirty (30) calendar days after the completion of the audit, but no later than one year after the end of the audit period. The audit reports are to be submitted to the address stated above.

Local governmental agencies shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

Where services or funds under this Agreement are provided to, for, or by, a wholly owned, or wholly-controlled, subsidiary of Subgrantee, Subgrantee hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this paragraph. Said required audit report shall be made available to the State.

38. RIGHTS ON DATA

The State and AmeriCorps reserve the right to use and reproduce all reports, data produced and delivered and any other copyrightable material produced pursuant to this Agreement and reserves the right to authorize others to use or reproduce such materials.

39. DEFINITIONS

AmeriCorps: AmeriCorps is the federal agency connecting individuals and organizations to tackle the nation's most pressing challenges. The AmeriCorps State and National service program to which this grant agreement is connected is funded under 42 U.S.C. sections 12571-12595 (Division C programs).

Contractor/Grantee/Subrecipient/Subgrantee: for the purposes of this Agreement means the direct recipient of Federal Funds granted by the State through this grant award. The terms and conditions of this grant award legally bind The subgrantee.

Federal Government: means AmeriCorps (the agency) or any other entity authorized by the Federal Government to administer the Federal Governments' national service grant program and to perform such other duties prescribed by law.

State: means California Volunteers or any other entity authorized by the State of California to administer the State's national service plan and national service grant program and to perform such other duties prescribed by law.

Attachment 3

Exhibit E – 2025 ASN Program Specific Terms and Conditions

2025 Terms and Conditions for AmeriCorps State and National Grants

These AmeriCorps (AmeriCorps is the operating name for the Corporation for National and Community Service) **Grant Program Specific Terms and Conditions and the 2025 AmeriCorps General Terms and Conditions, are binding on the recipient.**

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I. CHANGES FROM THE 2024 AMERICORPS GRANT TERMS AND CONDITIONS

- Replaced Portfolio Manager with AmeriCorps regional office staff throughout.
- Removed the Key Concepts of Financial Grants Management Training, moved to General Terms and Conditions.
- Removed the Fraud Awareness Training, moved to General Terms and Conditions.
- Section X.C. Increased the purchases of equipment threshold from \$5,000 to \$10,000.
- Section X.C. Changed the budget changes threshold from \$100,000 to \$250,000.
- Section XV. Updated the link to the NSCHC eCourse.

II. DEFINITIONS

- A. Recipient** for the purposes of these terms and conditions, the direct recipient of this award. The recipient is legally accountable to AmeriCorps for the use of award funds, and/or member positions, and is bound by the provisions of the award. The recipient is responsible for ensuring that subrecipients or other organizations carrying out activities under this award comply with all applicable Federal requirements, including the AmeriCorps General Terms and Conditions, these specific terms and conditions, regulations applicable to the program, and the National and Community Service Act of 1990, as amended by the Serve America Act (NCSA).
- B. Planning Grant** for the purposes of these terms and conditions, is an award or subaward for the planning of a national service program. State Service Commissions may also award planning grants as part of their Formula Cost Reimbursement prime award. Planning grants do not include member positions. Planning grants are awarded for a maximum of one year.
- C. Subrecipient** refers to an organization receiving AmeriCorps award funds and/or member positions from a recipient of AmeriCorps funds. See 2 CFR § 200.93.
- D. Operating site** is defined as the organization that manages the AmeriCorps program and places members into service locations. State subrecipients (programs) are operating sites. National recipients must identify at least one operating site where they can assign service locations in the state where they are placing members.
- E. Program** refers to the activities supported under the award.
- F. Service Location** is the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the Portal, although the program must select only one for the member's primary assignment.
- G. Member or participant** is an individual:
1. Who has been selected by a recipient or subrecipient to serve in an approved national service position;
 2. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
 3. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or fulltime summer program as defined in the NCSA (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
 4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is

enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 U.S.C. § 1091.

- H. **NCSA** is the National and Community Service Act of 1990, as amended. See 42 U.S.C. § 12501-12657.

III. **AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK**

- A. **Identification as an AmeriCorps Program or Member.** Recipients and subrecipients shall identify their programs or projects as AmeriCorps programs. All agreements with subrecipients, operating sites, or service locations, related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program. Similarly, recipients and subrecipients shall identify all national service members serving in their programs AmeriCorps members.
- B. The [AmeriCorps General Grant and Cooperative Agreement Terms and Conditions](#) contain all requirements for recognition of AmeriCorps Support.

IV. **MEMBER RECRUITMENT, SELECTION, AND EXIT**

Member recruitment and selection requirements are in AmeriCorps' regulations at 45 CFR § 2522.210 and Part 2540, subpart B. In addition, the recipient must ensure that the following procedures are followed:

- A. **Member Listings/Position Descriptions in the My AmeriCorps Portal.** Programs must list all of their member listings/position descriptions by creating Service Opportunity Listings in the My AmeriCorps Portal.
- B. **Application and Other Fees.** Charging an application or other fee to a prospective member to apply to serve as an AmeriCorps member is not allowed. Programs may charge application fees to prospective members who are applying to their educational institution or participating in their academic program if such fees are required of all applicants, but not for applying to serve as an AmeriCorps member. For National Service Criminal History Checks, AmeriCorps has allowed grant recipients to have applicants front the cost as long as applicants are reimbursed for the expense. This is for both applicants that are selected and those that are not.
- C. **Enrollment of selected members.** The My AmeriCorps Portal is the mechanism through which programs enter and update member records, including enrolling a member and recording an individual's start date. Programs must enter applicants into the Portal prior to their first day of service and in sufficient time for AmeriCorps to automatically or manually verify an individual's Social Security Number and citizenship eligibility. Program staff must also certify that the applicant's required National Service Criminal History Check components are completed and adjudicated no later than the day before their first day of service. Applicants will not be permitted to enroll in the National Service Trust until full completion of all certifications including the NSCHC.

AmeriCorps expects member enrollments to be completed in the My AmeriCorps Portal no later than eight (8) days after the start date of the member. An individual is presumed to be an AmeriCorps member as of the start date reflected in the My AmeriCorps Portal. Programs are responsible for ensuring the data values they enter via the My AmeriCorps Portal are accurate and submitted within the required timeframes. AmeriCorps will rely on the information entered by programs via the My AmeriCorps Portal. The member's start of service date indicated on the Member Service Agreement/Contract should agree with the value entered into the My AmeriCorps Portal.

- D. Notice to AmeriCorps' National Service Trust.** The recipient must notify AmeriCorps' National Service Trust, via the My AmeriCorps Portal, within 30 days of a member's completion of, suspension from, or release from a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms online in the My AmeriCorps Member Portal except in rare cases when the recipient program has received written approval to waive this requirement from the Director of AmeriCorps State and National or their designee.

The recipient also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than fulltime or vice versa). Failure to report such changes within 30 days may result in sanctions to the recipient, up to and including, suspension or termination of the award. Recipients or subrecipients meet notification requirements by using the appropriate electronic system to inform AmeriCorps of changes within the required time frames. Any questions regarding the Trust should be directed to the Hotline 1-(800) 942-2677.

- E. Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Recipients may also include an informed consent form of their own design as part of the member service agreement materials.
- F. Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable accommodation for the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. As such, inquiries about the need for reasonable accommodation should take place after a member has been offered an AmeriCorps position. There may be additional funding available from AmeriCorps to offset the recipients' costs on a first come, first serve basis. Please email Accommodations@americorps.gov for more information.
- G. Assigning Members to Service Locations.** The recipient is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps Portal for all members within eight (8) calendar days of members' starting a term of service. The recipient is required to include the name of the organization, and the full address or zip plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select as the site where the

member serves the majority of their hours as the member's primary assignment. However, all service locations must be listed in the Portal.

- H. Completion of Terms of Service.** The recipient must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within 30 days of the end of their term of service. If this grant award expires or is not renewed, a member who was scheduled to continue in a term of service may either be placed in another program, where feasible, or if the member has completed at least 15% of the service hour requirement, the member may receive a pro-rated education award.

While programs have up to 30 days to report a member's completion of service, for those individuals intending to re-enroll in AmeriCorps, programs must exit the members before they can be re-enrolled in another term of service.

- I. Member Exit.** In order for a member to receive an education award from the National Service Trust, the recipient must certify to the National Service Trust that the member has satisfactorily and successfully completed the term of service and is eligible to receive the education benefit. The recipient (and any individual or entity acting on behalf of the recipient) is responsible for the accuracy of the information certified on the end-of-term certification.

Penalties for false information: Any recipient who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil sanctions. Any individual involved in making a materially false statement may be subject to criminal sanctions. If AmeriCorps determines that the certification of a member's hours is erroneous, the award recipient may be charged for any payment or potential payment from the National Service Trust. In assessing the amount of the charge, AmeriCorps shall consider the full facts and circumstances surrounding the erroneous or incorrect certification. (See 42 U.S.C. §12602a(b)).

V. SUPERVISION AND SUPPORT

- A. Planning for the Term of Service.** The recipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The recipient is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the nonduplication and nondisplacement requirements (see 45 CFR § 2540.100) or exceeding the limitations on allowable fundraising activity (see 45 CFR § 2520.40.45). The recipient must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to AmeriCorps upon request. The recipient must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the recipient must account for holidays and other time off and must provide each member with sufficient opportunity to make up missed hours.

B. Member Service Agreements. The recipient must require that each member sign a member service agreement that includes, at a minimum, the following:

1. Member position description;
2. The minimum number of service hours (as required by statute) and other requirements (as developed by the recipient) necessary to successfully complete the term of service and to be eligible for the education award;
3. The amount of the education award to be provided upon successful completion of the terms of service in which the individual is enrolling;
4. Standards of conduct, as developed by the recipient or subrecipient;
5. The list of prohibited activities, including those specified in the regulations at [45 CFR § 2520.65](#) (see paragraph C, below);
6. The text of [45 CFR § 2540.100](#)(e)-(f), which relates to Nonduplication and Nondisplacement;
7. The text of [45 CFR § 2520.40](#) and [45 CFR § 2520.45](#), which relates to fundraising by members;
8. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 et seq.);
9. Civil rights requirements, complaint procedures, and rights of beneficiaries;
10. Suspension and termination rules;
11. The specific circumstances under which a member may be released for cause;
12. Grievance procedures; and
13. Other requirements established by the recipient.

The recipient should ensure that the service agreement is signed on or before commencement of service however, the effective date will not precede the member's enrollment in the AmeriCorps Portal.

C. Prohibited Activities. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities (see [45 CFR § 2520.65](#)):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. 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;

8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph C.7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Any activity prohibited by applicable Executive Order/Memorandum; and,
12. Such other activities as AmeriCorps may prohibit.

In addition to the above listed activities, the activities listed below are expressly prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities, when possible.

- D. Supervision.** The recipient must provide members with adequate supervision by qualified supervisors consistent with the approved program design. The recipient must conduct an orientation for all members: orientation must provide training on prohibited activities

during AmeriCorps service hours, and compliance with any pre-service orientation or training required by AmeriCorps. The recipient must ensure that no more than 20 percent of the aggregate of all AmeriCorps member service hours are spent in education and training activities as set forth in [45 CFR § 2520.50](#).

- E. Teleservice.** AmeriCorps State and National recognizes the COVID-19 pandemic changed the landscape of work and service in our communities across the country in a permanent manner. ASN also recognizes that adapting to the changing nature of work/service is necessary as the program moves forward, while it maintains and upholds its program's place-based element of service and limits risk.

The following guidance is provided for those situations in which a grantee determines that teleservice is appropriate or when a number of a member's service hours can properly be accrued through teleservice. Teleservice is appropriate only when the activity can be meaningfully supervised, and the hours verified independently. If a grantee or subgrantee determines that its AmeriCorps members will be allowed to teleserve, the grantee must establish a policy that addresses the following:

- Written authorization of teleservice in advance
- Expectations of the communication requirements between supervisors and teleserving members
- Mitigation of the increased risk of time and attendance abuse
- Appropriate supervision including validation of the activities to be performed, and
- Verification of hours claimed

Further, the grantee should consider updating its insurance coverage to address legal liability attribution (for the grantee or teleserving member) for incidents that occur during teleservice.

Grantee or subgrantees should be aware that their staff may be subject to legal sanctions for erroneously certifying that AmeriCorps members have sufficient valid service hours to complete their terms of service. In addition, there are legal penalties for knowingly submitting false claims to the government.

Remote service is NOT permitted under the AmeriCorps State and National program. Remote service is defined as an arrangement in which an AmeriCorps State and National member is not located within the commuting area of the geographic community where the service is to occur and is not expected to be physically present at the service site and/or community events.

Virtual service sites are NOT permitted under the AmeriCorps State and National Program. Virtual service sites refer to organizations that do not have a physical location.

No additional approvals are required by the Office of Regional Operations for such arrangements. However, if ASN grantees decide to allow teleservice, they must establish a teleservice policy, be able produce it upon request, and demonstrate fidelity with the policy.

Please refer to [2023.01: AmeriCorps State and National Guidance – Teleservice](#) and [2023.04: AmeriCorps State and National Guidance – Teleservice Exceptions](#).

- F. AmeriCorps Members as Team Leaders.** Programs may create positions where AmeriCorps members provide an additional layer of leadership and support for members under certain conditions. All the activities and prohibitions that apply to AmeriCorps members also apply to Team Leaders. Team Leaders are not permitted to act in a staff capacity, including supervising members. Team Leaders must not be responsible for program development and coordination; however, they may assist by providing information and resources on best practices or by helping to develop portions of the program such as the training curriculum. Under no circumstances should an AmeriCorps member serving as a Team Leader be the individual legally responsible for the program or other members.

The Team Leader position description should emphasize activities that involve the member(s) in performing direct service or providing support to members engaged in direct service. Unallowable Team Leader activities include: signing member timesheets; evaluating member performance; disciplining AmeriCorps members; enrolling/dismissing AmeriCorps members; writing and/or signing program reports; managing the program's payroll and budget.

- G. Performance Reviews.** The recipient must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for fulltime members and an end-of-term written evaluation for all less-than-full-time members. The end-of-term evaluation should address, at a minimum, the following factors:

1. Whether the member has completed the required number of hours;
2. Whether the member has satisfactorily completed assignments; and;
3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

- H. Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430; however, because AmeriCorps members are National Service Participants and not employees per 45 CFR 2510.20, there is not an expectation that the recipient track time beyond a member's AmeriCorps service. If a recipient engages an AmeriCorps member in other Federal grant activities as an employee, the member and supervisor must certify, under penalty of perjury, that the member is not double counting their time, duplicating, displacing, or supplanting the other Federal grant activities, as outlined in 45 CFR 2540. If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from AmeriCorps via a special condition on an amendment. If a State Commission Formula-funded Professional Corps program wants to follow the timekeeping practices of its profession

and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from the State Commission.

- I. **Jury Duty.** The grantee must allow AmeriCorps members to serve on a jury without being penalized for doing so. During the time AmeriCorps members serve as jurors, they should continue to receive credit for their normal service hours, a living allowance, healthcare coverage and, if applicable, childcare coverage regardless of any reimbursements for incidental expenses received from the court.
- J. **Member Death or Injury.** The recipient must immediately report any member deaths or serious injuries to the designated AmeriCorps Regional staff.

VI. CHANGES IN MEMBER POSITIONS

- A. **Changes that Require AmeriCorps Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a recipient or subrecipient or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from AmeriCorps' Office of Grant Administration as well as written approval and concurrence from the State Commission or Direct (including National Direct, State Direct, Tribal, Territory Direct, or Education Award Only (EAP)) recipient:
 - 1. A change in the number of member service year (MSY) positions in the award and
 - 2. A change in the funding level of the award.
- B. **Changing Types of Unfilled member positions.** Recipients or subrecipients may change the type of member positions awarded to their program if:
 - 1. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and
 - 2. The change does not result in an increase in the aggregate value of the education award.

Changes in the above types of member positions may be made by the recipient directly in the My AmeriCorps Portal.

- C. **Changing a Term of Service for an enrolled Member.** Changes in terms of service for enrolled members may not result in an increased number of MSYs for the program.
 - 1. Full-time. State Commissions and National Direct Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than fulltime members. Impact on program quality should be factored into approval of such requests. AmeriCorps -provided or funded healthcare or childcare costs are not available for less than full-time members unless they are serving in a full-time capacity (see section VIII.D. and E.). Recipients and subrecipients may not transfer

currently enrolled full-time members to a less than full-time status simply to provide the member a less than full-time education award.

2. Less than Full-time. AmeriCorps discourages changing less than full-time members to full-time because it is very difficult to manage, unless done very early in the member's term of service. State Commissions and Direct recipients (including National Direct, State Direct, Tribal, Territory Direct, and Education Award Only recipients) may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.

- D. Refilling Member Position.** With the exception of recipients whose awards have special conditions under 2 CFR § 200.208 or 200.339, AmeriCorps State and National programs that have fully enrolled their awarded member positions are allowed to replace any member who terminates service before completing 30 percent of his/her term provided that the member who is terminated is not eligible for and does not receive a pro-rated education award. Programs may not refill the same member position more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, AmeriCorps will suspend refilling if either:

1. Total AmeriCorps enrollment reaches 97 percent of awarded member positions; or
2. The number of refills reaches five percent of awarded member positions.

Refill member positions may not be transferred between operating sites. Refilled member positions may not be combined with unfilled member positions.

- E. Formula and State Competitive Award Member Position Transfers.** State commissions are allowed to transfer member positions (i.e., slots) among their state formula and competitive subrecipients within a given prime grant in order to maximize enrollment and cost effectiveness without prior approval. State commissions may not transfer member positions between competitive and formula subrecipients, or vice-versa. State commissions may not transfer funds among their competitive subrecipients.

Moving member positions from one formula prime grant to another formula prime grant requires prior approval, via amendments to both prime grants.

- F. Notice to Childcare and Healthcare Providers.** Recipients and subrecipients must immediately notify AmeriCorps' designated agents, in writing, when a member's status changes in a manner that affects their eligibility for childcare or healthcare. See Section VIII.D.

VII. RELEASE FROM PARTICIPATION

Recipients may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 CFR § 2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the

grant recipient, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for a non-compelling personal circumstance, such as when the individual is leaving to go to school) is considered non-compliance with award requirements and may result in disallowed costs and other remedies for non-compliance. The recipient should retain the documentation supporting its determination that release for compelling personal circumstances is warranted. In addition to the regulations, the following applies:

No Automatic Disqualification if Released for Cause: A release for cause covers all circumstances in which a member does not successfully complete their term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term—e.g. the individual has decided to take a job offer—but who otherwise performed well would not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

Compelling Personal Circumstance for Pregnancy/Childbirth: Pregnancy and/or childbirth could be determined by the grantee to be compelling personal circumstances if the member requests it. The program cannot require a member to justify wanting to leave a term of service for pregnancy. Likewise, a program cannot require that a member leave their term of service due to a pregnancy. A full-time member might qualify under the Family Medical Leave Act if the member is covered, or the program could suspend the member so that the member can return some time in the future (within 2 years) to complete their term of service.

VIII. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS, AND TAXES

AmeriCorps encourages grantees and sponsors to provide additional benefits to members (beyond living allowance) to the greatest extent possible, consistent with the national and community service laws and the agency's rules, notwithstanding any previously issued agency guidance to the contrary.

Requirements related to member living allowances and benefits are in 45 CFR § 2522.240 and 2522.250. In addition, recipients must ensure that the following procedures are followed:

- A. Allowance Distribution.** A living allowance is not a wage. Recipients must not pay a living allowance on an hourly basis. Recipients should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period and must cease when the member's service ceases.

If a member serves all required hours and is permitted to conclude their term of service before the originally agreed upon end of term, the recipient may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the recipient must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

Education Award Program Fixed Amount awards (EAPs) may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other Fixed Amount recipients must provide a living allowance and other benefits to their full-time members.

B. Waiving the Living Allowance. If a living allowance is paid, a member may waive all or part of the payment of a living allowance if, for example, they believe their public assistance may be lost or decreased because of the living allowance. Even if a member waives their right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

C. Taxes and Insurance.

1. Liability Insurance Coverage. The recipient is responsible for ensuring adequate general liability coverage for the organization, employees, and members, including coverage of members engaged in on- and off-site project activities.
2. FICA (Social Security and Medicare taxes). Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
3. Income Taxes. The recipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The recipient must comply with any applicable state or local tax requirements.
4. Worker's Compensation. Some states require worker's compensation for AmeriCorps members. Recipients must check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, recipients must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in- service injury or incidents.
5. Unemployment Insurance. The U.S. Department of Labor ruled on April 20, 1995, that federal unemployment compensation law does not require coverage for members because no employer-employee relationship exists. The grantee may not charge the cost of unemployment insurance taxes to the grant unless mandated by state law. Programs are responsible for determining the requirements of state law by consulting their State Commission, legal counsel, or the applicable state agency.

D. Healthcare Coverage. Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the recipient must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins their term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. AmeriCorps will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for healthcare benefits. Programs may provide health insurance to less-than- full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps Education Award.

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than fulltime members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through private insurance broker; Medicaid, Medicare, or military benefits. AmeriCorps programs purchasing their own health insurance for members must ensure plans are minimum essential coverage (MEC) and meet the requirements of the Affordable Care Act.

On Friday May 2, 2014, the U.S. Department of Health and Human Services (HHS) announced a Special Enrollment Period (SEP) for members in AmeriCorps State and National programs, who are not provided health insurance options or who are provided short-term limited duration coverage or self-funded coverage not considered MEC. Members in the AmeriCorps State and National programs and their dependents in the Federally facilitated Marketplace (FFM) are eligible to enroll in Marketplace coverage when they experience the following triggering events:

- On the date they begin their service terms; and
- On the date they lose any coverage offered through their program after their service term ends. (Source: 45 CFR § 155.420(d)(9)).

Members have 60 days from the triggering event to select a plan.

Coverage effective date is prospective based on the date of plan selection. Members can also visit healthcare.gov and <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf> for additional information about special enrollment periods.

If coverage is being provided via the Healthcare Marketplace, and thus third-party payment is not an option, programs must develop a process to reimburse members for

monthly premiums. Reimbursements for health insurance premiums are considered taxable income for the member, and programs must have a way to document such reimbursements.

- E. Temporary Leave, Healthcare, and Benefits.** If temporary leave is appropriate, grantees have the flexibility to determine the duration of the absence and may choose to continue providing health or other benefits to the member during the period of absence. The member may be suspended (via compelling personal circumstances) during the period of temporary leave. If suspended, the member may not receive a living allowance.

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

The Federal Family Medical Leave Act, (FMLA) applies to full-time staff and members that have served for more than 12 months and at least 1,250 hours when the grantee has 50 or more employees/members at a work/service site per 29 U.S.C. 2611. See 42 U.S.C. 12631; 45 CFR § 2540.220.

- F. Administration of Childcare Payments.** In general, AmeriCorps will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, [45 CFR § 2522.250](#). AmeriCorps will not cover childcare costs for members who serve on a less than full-time basis for a sustained period of time, or who have ceased serving. Programs may provide childcare to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Recipients that choose to provide childcare and will claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in [45 CFR § 2522.250](#). Also, see the AmeriCorps Childcare Benefits Program website (<https://americorpschildcare.com/>) for more detailed information on childcare benefits.

- G. Notice to Childcare Benefit Administrator and Providers.** The program must notify AmeriCorps' designated agents in writing within five business days after a member's status changes in a manner that affects the member's eligibility for childcare. After five days, the recipient will be liable for any erroneous payments made to a childcare provider for an AmeriCorps member ineligible to receive AmeriCorps childcare benefits. Examples of changes in status include: changes to a member's scheduled service so that they are no longer serving on a full-time basis, terminating or releasing a member from service, suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member for cause and/or other disciplinary actions, and/or any other change in the member's service status that could have an impact on childcare benefit eligibility. Program directors should contact the childcare provider on childcare related changes.

H. Time off for Members Serving in the Armed Forces Reserves. Generally, the Reserve Components of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard, and the Air National Guard require reservists to serve one weekend a month (inactive duty/Drill) plus 12 to 15 days a year (hereafter referred to as the two-week active duty service). To the extent possible, grantees should seek to minimize the disruption in members' AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active duty service in the Reserves. Grantees should continue to pay the living allowance and provide health care and childcare coverage for the two-week period of active duty.

Grantees should credit members for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps service. The member would receive credit for the number of hours they would have served during that period had there been no interruption. For example, if a full-time member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, they would receive 70 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves. For a Reservist/Guard member serving more than two weeks active duty in a year, a grantee may elect to provide an extension to the leave of absence period on a case-by-case basis, after consultation with AmeriCorps. No AmeriCorps service credit is earned for the once-a-month weekend (inactive duty/Drill) service in the Reserves.

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

IX. MEMBER RECORDS AND CONFIDENTIALITY

A. Recordkeeping. The recipient must maintain records, including the position description, sufficient to establish that each member was eligible to participate, and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained.

The program's electronic storage procedures and system must provide for the safekeeping and security of the records, including:

1. Sufficient prevention of unauthorized alterations or erasures of records;
2. Effective security measures to ensure that only authorized persons have access to records;
3. Adequate measures designed to prevent physical damage to records; and
4. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

1. Storage of the records in a physically accessible location;
2. Clear and accurate labeling of all records; and
3. Storage of the records in a usable, readable format.

B. Verification of Eligibility. Unless an individual's social security number and citizenship are verified through the My AmeriCorps Portal, the recipient must obtain and maintain documentation as required by [45 CFR § 2522.200\(c\)](#). Programs that receive notice that one of their members was not verified – either the member's social security number or their citizenship was not verified – must provide the requested documentation to AmeriCorps or they will not be able to enroll the applicant in the program. Enrolling in the My AmeriCorps Portal requires members to certify their high school status. Such certification fulfills the recipient's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the recipient must retain a copy of the supporting evaluation.

C. Confidential Member Information. The recipient must maintain the confidentiality of information regarding individual members. The recipient must obtain the prior written consent of all members before using their names, photographs, and other identifying information for publicity, promotional or other purposes. Recipients may release aggregate and other non-identifying information and are required to release member information to AmeriCorps and its designated contractors. The recipient must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this award.

D. National Service Criminal History Check. The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at [45 CFR § 2540.200-207](#). See also <https://americorps.gov/grantees-sponsors/history-check> for more information on how to correctly conduct and document the NSCHC. You must maintain documentation of the NSCHC, including the results or summary of the component checks. Failure to adhere to the NSCHC requirements may result in sanctions, including disallowance of all or part of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.339). Recipients or subrecipients of AmeriCorps planning grants, defined at 45 CFR § 2521.20, are not included as entities required to comply with NSCHC listed under 45 CFR § 2540.200.

X. BUDGET AND PROGRAMMATIC CHANGES

A. Programmatic Changes. The recipient must first obtain the prior written approval of the AmeriCorps Regional staff before making any of the following changes (1-3):

1. Changes in the scope, objectives, or goals of the program, whether or not they involve budgetary changes;

2. Substantial changes in the level of member supervision;
3. Entering into additional sub awards or contracts for AmeriCorps activities funded by the award, but not identified or included in the approved application and award budget.

Upon notification to the AmeriCorps Regional staff., recipients may make programmatic changes due to, or in response to, an officially declared state or national disaster without written approval from AmeriCorps. As soon as practicable, recipients making disaster-related programmatic changes must discuss the record keeping, member activities, performance measure adjustments, and other AmeriCorps award requirements with the AmeriCorps Regional staff. While written approval from AmeriCorps is not required before making disaster-related programmatic changes, AmeriCorps reserves the right to limit or deny disaster-related programmatic changes, including disallowing costs associated with the disaster related activities.

B. Program Changes for Formula Programs. State Commissions are responsible for approving the above changes for state formula programs.

C. Budgetary Changes. The recipient must obtain the prior written approval of AmeriCorps' Office of Grant Administration before deviating from the approved budget in any of the following ways:

1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal awards at 2 CFR Parts 200 and 2205. Certain cost items in 2 CFR Parts 200 and 2205 require approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
2. Purchases of Equipment over \$10000 using award funds, unless specified in the approved application and budget.
3. Unless the AmeriCorps share of the award is \$250,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget must be approved in writing in advance by AmeriCorps. The total budget includes both the AmeriCorps and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

D. Approvals of Programmatic and Budget Changes. AmeriCorps' Regional staff are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. Regional staff will execute written amendments, and recipients should not assume approvals have been granted unless documentation from the Office of Grant Administration (OGA) has been received via a Notice of Grant Award. Programmatic changes also require final approval of AmeriCorps' OGA after written recommendation for approval is received from the AmeriCorps' Regional staff.

E. Exceptions for Fixed Amount Awards. Recipients with Fixed Amount awards are not subject to the requirements in Section C., Budgetary Changes, above.

XI. REPORTING REQUIREMENTS

This section applies only to the recipient. The recipient is responsible for timely submission of periodic financial and progress reports during the project period and a final programmatic and financial report. The recipient is responsible for setting submission deadlines for its respective subrecipients that ensure the timely submission of recipient reports.

- A. Project Progress Reports.** The recipient shall complete and submit annual project progress reports (PPRs) in AmeriCorps' Grants Management System to report on progress toward achievement of its approved performance targets.

For AmeriCorps program grants (grants that include member positions), the Project Progress Report schedule is as follows:

Due Date	Reporting Period Covered
November 29	Start of award year through September 30

AmeriCorps planning grants awarded directly by AmeriCorps submit only a Final Project Progress Report (see section F).

- B. Financial Reports.** The recipient shall complete and submit financial reports in AmeriCorps' Grants Management System to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with AmeriCorps guidelines according to the following schedule:

Due Date	Reporting Period Covered
April 30	Start of award through March 31
October 30	April 1 - September 30

AmeriCorps planning grants awarded directly by AmeriCorps submit only a Final Financial Report (see section E).

- C. Reporting Other Federal Funds.** The recipient shall report the amount and sources of federal funds, other than those provided by AmeriCorps, claimed as matching funds. This includes other federal funds expended by subrecipients and operating sites and claimed as match. This information shall be reported annually on the financial report due October 30 or at the time the final financial report is submitted if the final report is due prior to October 30. Fixed Amount recipients are not required to report this information.
- D. Requests for Extensions.** Each recipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when: 1) the report cannot be furnished in a timely manner for reasons, in the determination of AmeriCorps, legitimately beyond the control of the recipient; and 2) AmeriCorps receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the AmeriCorps Regional staff., and extensions of deadlines for progress reports may only be granted by the AmeriCorps Regional staff.

- E. Final Financial Reports.** Recipients completing the final year of their award must submit, in lieu of the last semi-annual financial report, a final financial report in AmeriCorps' Grants Management System. This final financial report is due no later than 120 days after the end of the project period.
- F. Final Project Progress Reports.** A recipient must submit, in addition to the last annual project progress report, a final project progress report. This final report is due no later than 120 days after the end of the period of performance.
- G. Financial Reports for Fixed Amount Awards.** Fixed Amount recipients are not required to submit financial reports to AmeriCorps, including the final financial report.

XII. AWARD PERIOD AND INCREMENTAL FUNDING

For the purpose of this award, a project period is the complete length of time the recipient is proposed to be funded to complete approved activities under the award. 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 recipient's approved activities and budget.

Unless otherwise specified, the award covers a three-year project period. In approving a multiyear project period, AmeriCorps generally makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a recipient's demonstrated capacity to manage an award and comply with award requirements, and the availability of Congressional appropriations. AmeriCorps reserves the right to adjust the amount of an award or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

A planning grant covers a one-year project period.

The member enrollment period is the time period during which a program may enroll individuals as AmeriCorps members. The enrollment period for subrecipients and operating sites may not exceed one year.

XIII. PROGRAM INCOME

- A. General.** Income, including fees for service earned as a direct result of the award-funded program activities during the award period, must be retained by the recipient and used to finance the award's non- AmeriCorps share.
- B. Excess Program Income.** Program income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR Part 200 and be deducted from total claimed costs. Recipients 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 award, the recipient may not enter into a contract for or accept fees for service performed by members when:

1. The service benefits a for-profit entity,
2. The service falls within the other prohibited activities set forth in these award provisions, or
3. The service violates the provisions of 42 U.S.C. § 12637 – Nonduplication and Nondisplacement.

D. Full-Cost and Professional Corps Fixed Amount Awards. The recipient must notify its AmeriCorps Regional staff if it earns program income in excess of the amounts needed to cover all expenditures under the award. The AmeriCorps Regional staff will determine the disposition of the excess program income.

XIV. SAFETY

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

XV. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING

All recipients and subrecipients **must** complete and retain a certificate of completion of the AmeriCorps' National Service Criminal History Check (NSCHC) eCourse training every year to ensure that recipients and subrecipients conducting criminal history background checks comply with all NSCHC requirements. The AmeriCorps designated eCourse provides a thorough overview of the requirements and can be found at: <https://americorpsonlinecourses.litmos.com/>. Each grant recipient and subrecipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the grant recipient or subrecipient. The grant recipient and subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients and subrecipients should save certificates of completion from each year as grant records.

XVI. DEVELOPING POLICIES AND PROCEDURES TRAINING FOR AMERICORPS STATE AND NATIONAL GRANTEES

All recipients and subrecipients must complete and retain a certificate of completion of the Developing Policies and Procedures: A Resource for AmeriCorps State and National Grantees eCourse every year to ensure that recipients and subrecipients are aware of policy and procedures requirements. The AmeriCorps eCourse can be found at: <https://americorpsonlinecourses.litmos.com/course/10732704>

Each grant recipient and subrecipient must identify at minimum one staff person to fulfill this requirement on behalf of the grant recipient or subrecipient. The grant recipient or subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients and subrecipients must save certificates of completion from each year as grant records.

XVII. FIXED AMOUNT AWARDS

Fixed Amount awards are not subject to the cost principles in 2 CFR, Part 200, Subpart E. Fixed Amount awards must comply with the remaining provisions of 2 CFR Part 200, including Subpart F relating to audit requirements. Fixed Amount awards include Education Award program (EAP) Fixed Amount awards, Professional Corps Fixed Amount awards, and Full-cost Fixed Amount awards.

For Education Award programs (EAP), the fixed federal assistance amount of the award is based on the approved and awarded number of full-time members specified in the award. For full-cost and Professional Corps Fixed Amount awards, the fixed federal assistance amount of the award is based on the approved and awarded numbers of full-time members and the members' completion of their terms of service.

For EAPs, the final amount of award funds that the recipient may retain is dependent upon the recipient's notifying AmeriCorps' National Service Trust of the members that it has enrolled. All EAP members must carry out activities to achieve the specific project objectives as approved by AmeriCorps. At closeout, AmeriCorps will use the Fixed Award Certification submitted by prime grantees that certifies all funds drawn do not exceed the amount earned based on the number of members enrolled.

For full-cost and Professional Corps fixed amount awards, the recipient may draw funds from the HHS Payment Management System based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. At closeout, AmeriCorps will use the Fixed Award Certification submitted by prime grantees that certifies all funds drawn do not exceed the amount earned based on the number of hours served by the members.

XVIII. EVALUATION PLANS

If an AmeriCorps State competitive subgrantee or National and Native Nation/Indian Tribe grantee has received at least three years of competitive funding for a project, they are required to submit an evaluation plan when they re compete for competitive AmeriCorps funding for the same project. The evaluation plans are reviewed and approved by AmeriCorps. Any evaluation plan that is not approved in its first submission must be revised and resubmitted for approval. The evaluation plan must receive final approval by AmeriCorps no later than August 31 of the year following the grant award. More information on AmeriCorps State and National evaluation requirements is available at [State and National Direct Grantees | AmeriCorps](#).