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Corporation for National Service
FACSIMILE TRANSMITTAL SHEET
Office of the Chief Executive Officer

To: Joel Berg

Location: Secretary Glickman's Office

Fax#: (202) 720-4614

Date: January, 17, 1997

From: Harris Wofford, Chief Executive Director

Fax#: (202) 565-2794

Number of Pages (Including this page): 3


Message:

I thought that you might be interested in this. I would love to have you join us. Please RSVP to my assistant:

David Premo at (202) 606-5000 extension 278.

CORPORATION

FOR NATIONAL

 SERVICE

January 15, 1997

Dear Honorary Commissioner,

On January 20th, the nation will celebrate two important events: the Inauguration of the President of the United States and the annual marking of the birth and legacy of Martin Luther King, Jr. While an accident of the calendar, it is a challenging and creative coincidence that illustrates the twin engines of American progress – the public power of democracy and the power of people who demonstrate what it means to be an active duty citizen.

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On Monday, Americans across the nation will be observing the King Holiday. Parents and children alike will have the day off from work and school and an opportunity to do something special on that day, something that restores our communities and brings Americans together in the true spirit of democracy.

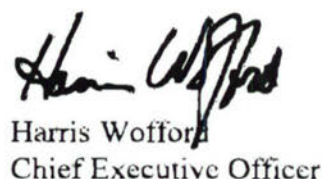
As members of the former Martin Luther King, Jr., Federal Holiday Commission, you immediately came to mind to invite to join us in a day “on”, not a day off, in Washington, D.C. Before we turn our attention to the Inauguration, join us in celebrating our community in a service project at Food & Friends. Early on the morning of the Inauguration, we will be preparing meals for delivery to over five hundred homebound people living with HIV/AIDS.

Four years ago, we initiated legislation designed to remember Martin Luther King the way he would have liked: a day that reflects his proposition that “everybody can be great because everybody can serve.” A day that brings the greatness out in people – especially the young – by bringing them together to make a difference in their communities.

As we prepare to face the many challenges of the 21st century, let’s remember Dr. King’s challenge to “make a career of humanity... You will make a greater person of yourself, a greater nation of your country, and a finer world to live in.” Attached is information on the MLK Day Service Project in Washington, one of many across the nation. We hope you will be able to join us before the Inauguration and throughout the year as we work together to meet this challenge.

Sincerely,


John Lewis
Member of Congress


Harris Wofford
Chief Executive Officer

1201 New York Avenue, NW
Washington, DC 20525
Telephone 202-606-5000

Getting Things Done.
AmeriCorps, National Service
Learn and Serve America
National Senior Service Corps

A DAY ON! NOT A DAY OFF

**"Life's persistent and most urgent question is:
'What are you doing for others?'"**

-Martin Luther King, Jr.

Come Join Us as We Honor the Birthday of Dr. King through Service at Food & Friends

58 L Street, SE Washington, DC

January, 20, 7am-8am

Food & Friends prepares and delivers nutritious meals to homebound people living with HIV/AIDS. In addition to delivering three meals each day, Food & Friends also provides home-delivered groceries, nutritional assessments and counseling, HIV and nutrition workshops, cooking classes, and most importantly the friendship of dedicated volunteers. Since 1989, more than 1,260,287 meals have been provided to 3,609 women, men and children. Current level of service is 1,266 daily meals to 517 clients. Because of the generosity of many individuals, foundations, and businesses, service is provided at no cost to the individual.

**For more information or to register, please call
the Corporation for National Service
at (202) 606-5000 x250**

CORPORATION FOR
**NATIONAL
AND
COMMUNITY
SERVICE**

June 29, 1994

Dear AmeriCorps Program Director:

We are asking you and any AmeriCorps members in your program to complete certain information related to the education award under the National Service Trust, as well as participant data. This information is very important and is essential to ensuring that the member qualifies for the award upon successful completion of service.

In this package we have enclosed the following:

1. National Service Trust Enrollment Forms.
2. Information which explains how the education award works, coupled with frequently asked questions and answers concerning the award.
3. Participant Enrollment Forms.

We are asking that the National Service Trust Enrollment Form and the Participant Enrollment Form be completed during your initial training session for members or whenever a person starts service (Important: Please use a No. 2 pencil!), and originals of both forms be returned within five working days from the date of enrollment to:

National Service Trust
Corporation for National Service
1100 Vermont Avenue N.W.
Room 3200
Washington, D.C. 20525

The following provides additional information concerning this material.

National Service Trust Enrollment Form

All full-time members will be eligible to receive an education award of \$4,725 upon successful completion of a full term of service. Part-time members are eligible to receive one-half that amount. The award will not be paid directly to the participant. It will be paid either to an institution of higher education (for all or part of the cost of attending the institution) or to a loan holder (for outstanding student loans). An individual will have up to seven years following the last day of service to use the education award.

Please note the following:

1. Participants become eligible for education awards only upon successful completion of a term of service. However, under the regulations for the program, if an individual must leave a program prior to completing service for **compelling personal circumstances**, then he or she will be eligible for a partial award. You have responsibility for making this determination consistent with the criteria set forth in implementing regulations.
2. By law and regulation, an AmeriCorps participant can only receive two education awards (one for each and up to two terms of service).
3. In Section 13 of the form, Program Information, you must fill in the Program I.D. Number and sign each form. Your grant number is the Program I.D. number.

However, if you mail the Trust enrollment forms together as a package for one project, you do not have to complete the following information on each form: name, address, and phone number of the program, and name of the Program Director. Simply complete this program information on the top form of the package and then indicate SAME on the others.

It is an absolute requirement that all forms be signed by you and the AmeriCorps member. Remember, in signing the form you are verifying the information completed by the AmeriCorps member.

At the end of service, the participant must complete an End-Of-Term-of-Service form. This form is not included with this letter; the form will be sent to you in several weeks. All members enrolled in the Trust must complete this form when they leave the program, whether they complete their term of service or not. A slot for the award is held until we receive this form.

Within ten days of receiving the End-of-Term-of-Service form, the Trust Fund will write to those members who successfully completed the term of service. Members will be informed that they must present the letter, which verifies their right to an award, and certain information required by the Corporation, to an institution of higher education or loan holder.

The loan holder or institution of higher education must apply to the Corporation for payment. The Corporation will then make payment to the loan holder or institution of higher education, and inform the participant that payment was made.

Information Concerning the Education Award

Please distribute this information to the members. If they have any questions concerning this material at any time, they may call: 202-606-5000 (extension 347).

Participant Enrollment Forms

The **Participant Enrollment Forms** must be completed by all members who are eligible to receive either an education award/Stafford Loan Forgiveness from the National Service Trust or are eligible to receive another Corporation-approved post-service benefit upon completion of a term of service. Much of this information is required by law and will provide the Corporation with information that will be provided to Congress and others interested in national service. Note that this form should also be sent to the address provided on page 1 of this letter.

In addition to the instructions on the form itself, please note the following:

1. We must receive a Participant Enrollment Form for each individual in your program. If the individual starts after the training, please make sure the form is completed and sent to the Corporation.
2. Please ensure that the participant signs and dates this form.
3. In the first section, For Local Program Staff Use, you do not have to complete the program information on each Participant Enrollment Form, provided that you package and mail the forms together for each individual program. Simply complete the requested program information and the members' date of enrollment on one form and then indicate SAME on the others. Note that the subgrantee ID number is your grant number. You must indicate the recruitment type on EACH form, however.

Interest Forbearance

AmeriCorps members are eligible to have payments on certain student loans deferred while they are serving, with the interest capitalized during the period of service and paid by the National Service Trust. This is a benefit above and beyond the education award. If you have any members in your program with active student loans who may be eligible, they should contact their loan holders who, in turn, will provide them with forms to complete. Those forms should be forwarded to the National Service Trust at

the address on page 1. We can only certify eligibility if the Trust Fund enrollment form is on file.

Additional Information

In some cases, you may have a participant who definitely has no interest in receiving an education award. (Remember: the award can be used for up to seven years after the end of service, and members should be encouraged to sign up even if they have no outstanding loans and no firm current plans to attend an institution of higher education). In cases where the individual is definitely not interested in the education award, please:

1. Make sure the Participant Enrollment Form is completed.
2. Do not have the individual complete the National Service Trust Enrollment Form; instead, please provide us with a cover letter listing the participant(s) who are not enrolling in the Trust Fund for the education award. (This is the only way we can be sure a form was not lost or misplaced.)

We are also developing two other forms: the Change of Status Form for program directors to report when individuals leave or reenter the program for any reason and the Exit Form for participants to report future plans and opinions of the program. We will send you these forms as soon as they are available.

At the end of service, then, we are asking that you fill out two forms: Change of Status Form and the End-of-Term-of-Service Form (for those enrolled for an education award in the National Service Trust). Additionally, the participant will fill out two forms: the Exit Form and the End-of-Term-of-Service-Form.

The Corporation has published interim final regulations governing education awards and the Trust Fund. The regulations appear in the June 15, 1994 edition of the Federal Register; any comments are due by August 1, 1994.

If you have any questions concerning the Trust Fund Enrollment Form, please do not hesitate to call 202-606-5000 (extension 347). If you have questions concerning the Participant Enrollment Form, please call 202-606-5000 (extension 130).

Finally, for some very large projects, we will permit Project Directors to designate officials at local sites as "approving officials" for verifying enrollment, status changes,

July 21, 1994

Dear Lender,

This is to inform you that individuals serving in an approved position in AmeriCorps, the national service program, are entitled to forbearance on qualified student loans during their terms of service. This benefit is intended to enable individuals with outstanding debt to participate in AmeriCorps, the national service program established by the National and Community Service Trust Act of 1993 (P.L. 103-82).

CORPORATION
FOR NATIONAL
 SERVICE

This law amended the Higher Education Act to provide that:

"upon written request, a lender shall grant a borrower forbearance on such terms as are otherwise consistent with the regulations of the Secretary [of Education], during periods in which the borrower is serving in a national service position, for which the borrower receives a national service educational award under the National and Community Service Trust Act of 1993."

The Department of Education has further incorporated this statutory mandate into its implementing regulations. The final regulations governing the Federal Family Education Loan Program (34 CFR Part 682) provides for mandatory forbearance for such a borrower "in yearly increments (or a lesser period equal to the actual period during which the borrower is eligible)." In the future, the Department will incorporate further regulatory references to this mandatory forbearance requirement for Perkins' loans.

The Department of Health and Human Services is developing policy guidance to notify schools, lenders, and holders that loans made pursuant to Title VII and VIII of the Public Health Service Act are similarly eligible for forbearance during any periods of service with the national service program.

The Corporation for National Service shall pay the interest that has accrued on the qualified student loans of any person in an approved national service position during their term of service, pursuant to Section 148(e) of the National and Community Service Trust Act. Interest will be paid to the lender at the end of the term upon the successful completion of service by the borrower in a national service program. Participants who fail to complete the full term will generally be liable for the accrued interest. In some instances, individuals may leave service early for compelling personal circumstances and the Corporation will also pay accrued interest during the term of service. Otherwise, individuals who leave the program early are responsible for paying the accrued interest.

1100 Vermont Avenue, NW
Washington, DC 20525
Telephone 202-606-5000
Fax 202-606-4928

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Qualified student loans for which the Corporation will pay accrued interest costs are:

"any loan made, insured, or guaranteed pursuant to title IV of the Higher Education Act of 1965 (20 U.S.C. 1070 et. seq.), other than a loan to a parent of a student pursuant to section 428B of such Act (20 U.S.C. 1078-2);" and

"any loan made pursuant to title VII or VIII of the Public Health Service Act (42 U.S.C. 292a et seq.)."

In general, the Department of Education loans that are covered include: (a) Federal Family Education Loan Program, including: Federal Consolidation Loans, Federal PLUS Loans (excluding those made to parents), Federal Stafford Loans, Federally Insured Student Loans (1984 and prior), Guaranteed Student Loans (former name for Stafford Loans), and Supplemental Loans for Students; (b) Federal Direct Student Loan Program (FDSLPL); and (c) Federal Perkins Loans, including: National Defense Student Loan Program (NDSL); National Direct Student Loan Program (NDSL); and Income Contingent Loan Program.

For purposes of the Public Health Service Act, this includes Health Education Assistance Loans (HEAL), Health Professions Student Loans (HPSL), Loans for Disadvantaged Students (LDS), Primary Care Loans (PCL), and Nursing Student Loans.

When participants in national service wish to defer repayment of their loans, they should follow the procedures you have established for forbearance. We will work with the participant to provide any required certification either to you or to the participant, in accordance with your procedures. We will also work with lending institutions to determine the most effective procedures for payment of these accrued interest costs at the end of a participant's term of service.

If you have any further questions, you may call us at (202)606-5000x347, or write to:

National Service Trust
Corporation for National Service/Room 3200
1100 Vermont Ave. N.W.
Washington, D.C. 20525

Thank you for assistance in the implementation of this requirement.

Sincerely,



Gary Kowalczyk
Acting Chief Financial Officer

Memorandum

TO: National Direct Grantees & Sites
FROM: Corporation Public Liaison, National Direct Team, and MIS Committee
DATE: August 17, 1994
SUBJ: Computer System Assessment

In response to many requests at the AmeriCorps*USA Program Directors Workshop two weeks ago, we are beginning to implement a strategy that will provide much of the Corporation's information on-line or through fax broadcast and fax-on-demand systems. Before we implement any plan, we need to conduct a survey of what equipment is out there and what needs you as grantees have.

This assessment will also enable the Programs Officers to know what electronic tools you use, how we may be able to further improve the lines of communication, and what systems to use to provide disks and transfers of application forms and regulations.

Please return the completed forms to Brian Trelstad via fax at 202-606-0006. We appreciate your cooperation and thoughtful response to the survey. Thanks.

=====

Grantee Computer System Assessment

Name: _____
Title: _____
Organization: _____
Address: _____

City, State, Zip: _____
Phone _____
Fax _____
E-Mail _____

Are you the National Office? _____ Or are you a site? _____

Please copy and distribute to all of your sites

Grantee Computer System Assessment (continued)

What computers (and how many) do you currently use? (If mixed, how many of each?)

_____ IBM/IBM clones _____ Macintosh _____ Other _____

Which operating system? (Answer only if not Macintosh)

_____ DOS (Version?) _____ Windows (Version?) _____ Other

Which disk formats?

__ 5.25" DOS __ 3.5" Double Density __ 3.5" High Density __ Other

Please fill in the name of your software for the following (include versions if known):

Word Processing _____
Spreadsheet _____
Database Management _____
Telecommunications _____

Do you have internal/external electronic mail capability? If yes, please name the software used.

Do you have access to a modem? _____ Yes _____ No

If yes, do you belong to any bulletin boards/on-line services (i.e. CompuServe, America On-Line, etc.)?
Please list.

Do you have access to the Internet? _____ Yes _____ No

If yes, list your account name/e-mail address.

How often do you check your e-mail account?

Would electronic mail be a reliable method of distributing information to your program/site?

Would you be willing to call a fax-on-demand system to get documents and or information for your program/site?

Would you rather: a) get all of the information we send in the mail; or _____
(Check one) b) receive a menu of items and call into the fax-on-demand _____
for those items of interest?

Additional Comments _____

July 18, 1995

To All Friends of National Service:

I write to you today to advise you that President Clinton has announced his intention to nominate me to the Board of the Corporation and Harris Wofford to succeed me as Chief Executive Officer. These positions require Senate confirmation -- probably in September -- and I will continue as CEO until that time.

Since the National and Community Service Trust Act of 1993 was signed into law by President Clinton, we have worked together to transform the vision of "a season of service" into reality. It has not been easy. On more than one occasion, you may have heard me reflect ruefully that "democracy is a lot harder than capitalism." But I want to share with you something else now, as I contemplate a different role going forward: working for such a noble cause, no matter how frustrating along the way, as been the most gratifying work of my life.

In one of my recent speeches, I said that national service would prevail for three simple reasons: because it helps real people with real needs; because it works; and because it reminds us of what is best in ourselves and in our country. In these two and a half years, I have met thousands of people I didn't know when this journey began -- from the most humble new homeowner in Americus, Georgia, to powerful elected officials and business executives, to many somewhere in between. In just about every case, I have been eager to engage in dialogue about our work, even with our critics, because I believe we are on the right path.

We have completed the first phase of our work. We have launched AmeriCorps and Learn and Serve America. We have successfully merged AmeriCorps*VISTA and the National Senior Service Corps into the Corporation. We have overseen the establishment of bipartisan state commissions on service. We have conducted one highly successful nationwide competition for funds and are close to completing a second one. We have exciting new partnerships with businesses, foundations, universities, police departments, cities and charities, from the most obscure to the most honored. We can point to hundreds, no thousands, of examples where we're "getting things done" in our communities. We have a clear sense of mission and the infrastructure to transform that mission into reality.

Now we enter the next phase. While we continue to build programs which work, we need to make our case even more compellingly here in Washington and throughout America that what we are doing enhances democracy and citizenship. It is for that reason that I am so enthusiastic about the President's decision to bring still more resources to our efforts by nominating Harris Wofford be the Chief Executive Officer of the Corporation.

PHOTOCOPY
PRESERVATION

-2-

While I will soon leave the day-to-day operations of the Corporation, I expect to continue taking a leadership role in our joint undertaking as a member of the Board. And with Harris Wofford taking over the reins, a man who has been passionately committed to service for over 30 years, I am confident that our greatest triumphs lie ahead of us. So to all of you -- staff of the Corporation, staff and members of the state commissions and programs we support, and all friends of National Service -- I wish you continued success. You are service heroes and you will not be denied.

Yours very truly,
Eli J. Segal
Chief Executive Officer

PHOTOCOPY
PRESERVATION

(File)
Exemplary Programs

Potential Exemplary AmeriCorps Programs

<u>Region/Program</u>	<u>Issue</u>	<u>T/I</u>	<u>U/R</u>
New York			
NYPD Cadet Corps	PS	T	U
City Volunteer Corps	PS,HN,ED,EV	T	U
Public Education Fund Network	ED	?	U
Los Angeles			
US Veterans Affairs Department	HN	?	U
US Interior Department/BuRec	EV	?	U
Green Corps	EV	?	U
East			
USDA/Vermont/All three programs	HN,EV	?	U/R
Volunteer Maryland/Maryland	PS,HN,ED,EV	I	U/R
Woodrow Wilson/Philadelphia	ED,HN	?	U
BU School of Public Health/Boston	HN	?	U
Green Corps/Boston	EV	?	U
Midwest			
I Have a Dream/Chicago	ED	I	U
Habitat for Humanity/Chicago	HN	T	U
Kansas Health and Safety Corps/Kansas	PS	?	R
Nat'l Council of Churches/Kansas City	PS	?	U
USDA/Kansas <i>Nebraska</i>	EV	T	R
South			
Habitat for Humanity/Miami	HN	T	U
Summerbridge/New Orleans	ED	?	U
University of Texas/Austin	ED	?	?
University of Alabama/Birmingham	HN	?	?
West			
Nat'l Community AIDS Project/Sacto	HN	?	?
Border Volunteer Corps/Arizona	HN,EV	T	R
Montana Conservation Corps	EV,HN	T	R
Northwest Service Academy/Wash-Ore	EV	T	R
US EPA/Green Lights/BPA	EV	?	R
US Interior Department/Fort Ord	EV	T	R

Issue:HN-Human needs PS-Public safety EV-Environment ED-Education
T/I:T-Team placement I-Individual placement
U/R:U-Urban R-Rural

Second draft/11-4-94
Prepared by Robert Walters

PROJECT VALUES: The project bill of rights

DEFINITIONS:

1 **Helping/Empowerment**... means that we don't do for programs, community members, or organizations, we do with them by being part of their planning or work group, by joining their fundraising planning group or joining in an activity, by assisting them when they follow-up on a grant and ask us to help them write it, etc....

2. **Service/Displacement**... means working with, instead of being staff. In this AmeriCorps program, as different from VISTA (for ex.) we cannot staff programs on an on-going basis, or create dependency by our covering for an absent staff person, or taking the place of a staff person in lieu of the program itself having to hire a staff person. **There are specific prohibitions on this in AmeriCorps policies.**

3. **Project Objectives**... these are the activities in which we have to demonstrate service. We have to do some nutrition education/food safety activity in every region (and document it,) we have to seek existing efforts or existing groups interested in developing summer food programs, school breakfast programs, community gardens and sustainable agricultural activity, and/or supporting the food resource infrastructure working with existing food shelves/pantries, soup kitchens, joining efforts to create these programs, and assisting people to be their own advocate in leveraging food assistance programs such as foodstamps, WIC, commodities, etc.

4. **Education ... is not telling people what they need, or should know. It is giving people the information, encouragement, tools to figure it out for themselves.** In our work, education should be approached from the point of view of are our partners (we may need to walk in their shoes)..it starts with questions, not answers. It means you don't lead, you look for partners in which to learn and discover alongside. If you are walking in to the community absolutely certain of what "they should know, or do" than you are wrong and disrespectful. We assist the journey of discovery, we don't lead it.

5. **Evaluation**... we do want to know if we accomplished something, that which we hoped to accomplish. It is some extra effort to be clear what we are looking for, and how to capture it. We also need and want to know if our efforts and ideas are making a difference, or if we need to do things differently. It helps us fine tune our mission. It may often seem artificial, or distracting from the mission, and if so, that is where technical assistance from others can be helpful. Gina and Bari, as well as your Team Leader (perhaps some local Advisory Group members may be) are always willing to assist in building an evaluation strategy.

CNCS

MEMORANDUM

TO: Eli J. Segal
FROM: Shirley Sagawa
RE: Program Update
DATE: June 8, 1995

CORPORATION
FOR NATIONAL
 SERVICE

In the three months since our last Board meeting, the Corporation has engaged in key cross-cutting program initiatives and laid the groundwork for next year's programming. This memo provides a broad overview of these activities.

Cross-cutting activities

Our major cross-cutting project, designed to enhance the ethic of service among all Americans, was the National Day of Service, cosponsored with Youth Service America and the Points of Light Foundation. On April 25, 1995, the first annual National Day of Service, AmeriCorps members joined Americans across the nation to celebrate the spirit of service, recognize those who engage in service, and work to expand service opportunities. Hundreds of thousands of volunteers throughout all fifty states mobilized to make this day a success.

Other National Volunteer Week activities included the President's Service Awards, presented in a Rose Garden ceremony on April 27, an AmeriCorps Service Day sponsored by programs in Texas to clean up Austin's parks and rivers, and an AmeriCorps project in Atlanta, GA, which disseminated immunization information door-to-door to over 6,000 families.

Planning is now underway for a forum on National Service Working to Improve Children's Health to be held June 27. The First Lady has agreed to lead a roundtable discussion on ways in which national service programs -- including AmeriCorps, Learn and Serve America, and the National Senior Service Corps-- are helping to improve the health and safety of children. The discussion, which will include policy experts such as Dr. C. Everett Koop as well as participants in Corporation-funded programs, will be followed by a training session on children's health for sixty AmeriCorps, Learn & Serve and National Senior Service Corps program representatives designed to capture "best practices" for national service programs working in this important national priority area.

1201 New York Avenue, NW
Washington, DC 20525
Telephone 202-606-5000

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Learn and Serve America
National Senior Service Corps

Pending the results of this forum, it will be followed by others on additional national priority topics.

Since the last Board meeting, significant progress has been made on the development of the Presidio Leadership Center. Materials on the Center are found under Tab 8 and a presentation will be made at the Board meeting.

Program Update

AmeriCorps

The staff is currently engaged in reviewing new and renewal applications for the AmeriCorps*State and AmeriCorps*Direct grants programs. Preliminary decisions have been made on renewals of programs operated by national non-profits; decisions on federal agency-sponsored programs will be made shortly, although there is concern about the possibility of language eliminating such programs in any future rescission bill (the vetoed rescission bill included such language). Tab 5A provides information about the grants process, including the number of proposals received and a revised timetable for decision making.

Major activity in AmeriCorps*VISTA has focused on establishing new national demonstration programs (a list is provided in Tab 5B), revamping the pre-service orientation, and commemorating the 30th anniversary of the program. The final national anniversary event takes place next week in Washington as part of a major training of AmeriCorps*VISTA Members and Leaders.

AmeriCorps*NCCC graduated its first class at the Aberdeen Campus on June 7. Wrapping up its start-up year, the Corporation is selecting next year's class, working on restructuring the headquarters operations, and looking for ways to achieve greater efficiency and effectiveness throughout the program. Further information about A*NCCC is found in Tab 5C.

The AmeriCorps*Leaders program held its third training, designed by the Leaders themselves, in March. Over 250 applications were received for next year's Leaders class; selections of individuals and program sites will be made on or before June 30, 1995.

Finally, the Corporation is engaged in both a programmatic and management review of the AmeriCorps national recruitment system. The centerpiece of the system -- the toll-free information and referral system --

has fielded over 300,000 calls to date. Approximately 20 percent of this year's AmeriCorps class was placed through the information and referral system, which is operated by an outside contractor (a new contract will be signed shortly). We anticipate that this number will increase next year.

National Senior Service Corps

A major activity of the Senior Corps since the last Board meeting has been preparation for the successful White House Conference on Aging, held May 2-5. One of the top ten resolutions passed by Conference delegates called for the expansion of Senior Corps programs; information on the Conference is found in Tab 5D.

This quarter, the Senior Corps visibility campaign, featuring well-known actor and civil rights activist Ossie Davis, was in full swing. The public service announcement featuring Davis was distributed to 200 TV stations, reached an estimated audience of 30,000,000 radio listeners, and will soon be sent to an additional 300 stations.

Senior Corps has also worked to develop a new demonstration program to involve seniors in service to youth. Information on this will be discussed in the afternoon session of the meeting.

Learn and Serve America

Learn and Serve America staff, both K-12 and Higher Ed, have been involved in grant reviews this quarter. The Board will take action on new K-12 grants at the Board meeting (information will be sent prior to the meeting for your review). Renewal grants for K-12 programs were approved. Information on K-12 grantmaking is found in Tab 5E and on Higher Education programs is found in Tab 5F.

Upcoming events include a conference, cosponsored with the Department of Education, to advance service-learning as a school reform strategy. To date, 31 states have committed to sending teams of education policymakers to the conference, which will take place June 22 - 24.

Federal Partnerships

The Federal Partnership staff of the Corporation has had an active quarter, working on an Empowerment Zones signature initiative and partnerships with the Department of Justice, the Centers for Disease Control, and HUD. More information on these activities is found in Tab 5G.

Our major Federal Partnership, with HUD on HOPE VI, has entered a new phase, with 15 public housing authorities' community service plans approved. Information on the HOPE VI initiative is found in Tab 5H. and will be discussed by the Planning and Evaluation Committee at the Board meeting.

Demonstration Programs

While funding is uncertain for Corporation demonstration programs funded under "Subtitle H," we have made commitments to support two new programs this year, the Alaska Yukon-Kuskokwim Delta Project and the American Red Cross. Information on these two programs is found in Tab 5I.

Service and Volunteering

The Twin Engines of Citizen Power

By Harris Wofford

As Washington rethinks its role in everything from health care to welfare, from education to the environment, one theme consistently emerges from leaders of both parties: the need for ordinary citizens to take a more active role in solving problems in their community. This is not a new idea—it's as old as America. But it has acquired a new urgency in the face of government downsizing and mounting problems in our communities.

Our greatest problems in the post-Cold War era are not from abroad but from within—disintegration of families, teenage pregnancy, drugs, homelessness, crime, illiteracy, to name some of the worst. Topping this off is a pervasive cynicism and a feeling of powerlessness which paralyzes many into inaction.

All this cries out for a vibrant voluntary sector and an expanding program of national and community service. Full-time service and part-time volunteering are twin engines of citizen power that can help us meet many of the challenges we face in our neighborhoods and our nation.

If key parts of the welfare state are to be dismantled and the career bureaucracy of federal, state and local governments greatly reduced, the problems of education, neighborhood safety, health and the environ-



Harris Wofford, CEO, Corporation for National Service

ment call for alternative and more effective ways to act.

The trends of government downsizing and growing social problems make the work of volunteer engagement more important today than ever before.

To help mobilize millions of new volunteers and make their service have more impact, we must be more creative and more persistent. We need to target the vast untapped potential of seniors and students, and try new approaches like the workplace and family volunteering models being promoted by The Points of Light Foundation. People volunteer when they are asked. We

need to do more asking—and be prepared with more assignments for those who answer the call.

One clue of what to do is to practice what we preach. We preach that it is more blessed to give than to receive, that it is better to serve than to be served. Yet we often overlook the obvious—asking the people we serve to volunteer themselves. Big Brothers and Big Sisters are beginning to do just that with their partner brothers and sisters through the Shared Service Experience program. The two million young people being served through the Boys and Girls Clubs are being asked to lift their sights to service. Imagine the powerful contribution that would be involved if service became a major dimension of these youth-serving organizations—if every such organization asked its members to serve?

At the Corporation for National Service we are working with The Points of Light Foundation and our other partners to strengthen the voluntary sector and unleash citizen power. Through Learn and Serve America, hundreds of thousands of students from kindergarten through graduate school are helping their communities and improving their academic skills in the process. Our three National Senior Corps programs—Foster Grandparents,

Retired and Senior Volunteer Program and Senior Companions—are tapping the skills and experience of a half million older Americans. But together we must do far more to realize the potential for service of 40 million seniors and about that number of young people.

In its short existence, AmeriCorps, too, is proving itself to be a cost effective way to meet community needs. The accomplishments of the first class of AmeriCorps were judged impressive by every independent observer and by the 1,000 communities it operated in last year. A cost-benefit study by a team of conservative economists predicted that each dollar invested in AmeriCorps returned at least \$1.60 to \$2.60 in direct, measurable benefits. These solid results led *Newsweek* writer Steve Waldman to suggest giving AmeriCorps 50 cents of every dollar cut from downsized government programs.

AmeriCorps members get things done in education, the environment, public safety and health through their direct service, and perhaps just as importantly, through the volunteers they enlist and help organize. Because they serve every day, AmeriCorps members can recruit, train and supervise more unpaid volunteers. They can become a cadre of leaders who stay with a project from beginning to end.

That's why the American Red Cross has joined in a special partnership with the Corporation in using AmeriCorps members in disasters and emergencies. Moreover, the intensity of the full time experience for AmeriCorps members instills "habits of the heart" that will lead them into a lifetime of volunteering.

In Miami, 23 AmeriCorps members with Habitat for Humanity worked with residents recovering from Hurricane Andrew. They recruited and trained and worked alongside 5,000 volunteers, including college students who came to Miami over spring break.

They built more than 90 new homes for working families, and Habitat says they never could have done it without AmeriCorps. This is just one example of the constructive power that can be released when the twin engines of full-time service and part-time volunteering run in harmony.

Service, whether full or part time, is a powerful way to strengthen our communities and unite people from all different backgrounds in the common effort to solve common problems. With Americans looking at each other across a racial divide, our land cries out for something to bring us together. National service can be that reconnection—that rediscovery of the bonds of friendship, teamwork and community that should bind us together as fellow citizens.

A century ago the American writer Herman Melville said, "We cannot live for ourselves alone. Our

lives are connected by a thousand invisible threads, and along these sympathetic fibers, our actions run as causes and return to us as results." Service reminds us that we are all connected, that we are all part of that intricate fabric.

To release the full power of community volunteering and national service, there is an essential precondition. We must work together to get national service established in the public mind as a non-partisan institution in which the American people can all take pride.

Service isn't a Democratic or Republican, a conservative or liberal idea. If there is any idea that is truly all-American, that is the common ground for citizens tired of the politics of politics—it is national service. And it will prove itself, not by anyone's words, but by the deeds of Corps members and community volunteers. ■

THIS NEW YEAR, MAKE A FEW RESOLUTIONS FOR SOMEONE ELSE



Imagine the result if every American resolved in 1996 to do three, five, or even a dozen constructive things for his or her community.

In its work to build volunteerism, the Points of Light Foundation is proud to be a part of the Alliance of National Renewal, a national coalition of more than 130 organizations dedicated to bringing about this kind of change. To that end, ANR is offering a special poster/calendar designed to make volunteering easier.

Entitled "96 Things You Can Do for Your Community in '96," these 22-by-36-inch posters are a valuable resource and guide to community services and programs offered by such ANR partners as the American Association of Retired Persons, United Way, Habitat for Humanity, Neighborhood Reinvestment Corporation and, of course, Points of Light.

To order an ANR calendar, call the National Civic League, 800-223-6004.

Price, including shipping (rolled in a tube): \$6.50 for 1st calendar, \$4 each for up to four additional calendars, \$3 each for six or more additional copies.

**The Corporation
for National &
Community Service**

1201 New York Avenue NW
Washington, DC 20525
Phone (202) 606-5000

Date: 11/14/95
Time: 12:05 PM
To: **Mr. Joel Berg**
USDA/AmeriCorps

From: Rosa Harrison

Pages: 2

Reference: 44238.13938

Subject: Shutdown

Fax No: 9-720-4614

Question contact Peter Heinaru x302 until further notice

PLEASE NOTE: The information contained in this facsimile message is privileged and confidential, and is intended only for the use of the individual named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, or if any problems occur with the transmission, please notify us immediately at the telephone number above.

PHOTOCOPY
RESTRICTION

PHOTOCOPY
PRESERVATION

MEMORANDUM

November 14, 1995

TO: State Commissions
AmeriCorps*National Parent Organizations
AmeriCorps*Tribes and Territories

FROM: Diana Rodriguez Algra

RE: Temporary Government Shutdown

As you may have heard, most government operations will temporarily shutdown today, November 14, 1995 due to a failure to agree on a stop-gap funding measure, and a longer-term impasse over the FY 1996 federal budget. While the future of national service has been debated as part of the overall budget process, it has not been an issue in the current debate over a Continuing Resolution. Because State Commissions and AmeriCorps programs are currently funded by FY 1994 and FY 1995 dollars, disruption at the state and local levels will be minimized.

Commissions, Parent Organizations, and other entities listed below, will continue operations during this period using carryover money and/or funds from 1995 grant awards. New administrative funding levels for State Commissions will not be determined until an appropriations bill is signed by the President. AmeriCorps programs will operate on funds previously appropriated, and, as long as they have a 1995 grant award, will not be directly affected by the shutdown.

Most Corporation staff in Washington, DC will not be working as of November 14. Corporation State offices will be closing on that date also. However, a limited number of Washington, DC-based staff will continue to report to work to oversee existing grants and contracts, make National Service Trust Fund payments, conduct shutdown activities, and oversee essential operations.

In general, current grants and contracts have been awarded from FY 1994 and FY 1995 funds, and will continue to operate during this impasse of the FY 1996 budget. Therefore, the following programs will continue operations and may continue to draw funds during this period:

- State Commissions
- National Senior Service Corps (Retired and Senior Volunteer Program; Foster Grandparent; Senior Companion Program; Senior Demonstration Program)
- AmeriCorps*State Programs
- AmeriCorps*National Parent Organizations
- AmeriCorps*National Project Sites
- AmeriCorps*Tribe and Territory Programs
- AmeriCorps*NCCC
- Learn and Serve America Programs
- AmeriCorps*VISTA programs supported through grants
- Demonstration programs
- Training and Technical Assistance contracts and grants

Please share this information with your programs and project sites. You may continue to address urgent issues to the Corporation staff in Washington, DC. The message on the main phone line (202-606-5000) will give extensions of remaining staff. However, please be patient as few people will be available to answer your questions.

PHOTOCOPY
PRESERVATION

March 20, 1996

Dear Colleague,

On this first day of Spring, let me report some good news.

When I came to the Corporation, I made it my highest priority to solidify bipartisan support for National Service. We've made major progress toward this goal. In the Senate this week, strong bipartisan support was demonstrated in favor of funding AmeriCorps (including AmeriCorps*NCCC) and Learn and Serve America. An amendment, sponsored by Senators Mikulski (D-MD) and Grassley (R-IA), was accepted by the Republican subcommittee and committee chairs as part of a package that passed 81-19. This amendment brings the funding level for the National and Community Service Act programs to \$400.5 million under a continuing resolution which will cover the remainder of fiscal year 1996.

This amendment followed on the heels of a press conference in which Senator Grassley, a tough critic of AmeriCorps, became a good working partner in support of national service. His support was the result of a number of steps we have taken to improve our programs and respond constructively to Congressional criticism. We expect to continue to work with him and his colleagues to find ways that we can deliver high quality programs at a lower cost.

I am also delighted that our current crisis with AmeriCorps*VISTA, which has been operating at about half of last year's level, may soon come to an end. The continuing resolution in both the House and Senate fund our other key programs, the National Senior Service Corps (Foster Grandparents, Senior Companions, and the Retired and Senior Volunteer Program), and AmeriCorps*VISTA at substantial levels. The Senior Corps is funded at 95 percent of last year's level, and AmeriCorps*VISTA is funded at 92 percent of last year's level. Wednesday, the Senate also adopted an amendment sponsored by Senator Paul Simon (D-IL) to restore \$5 million to the AmeriCorps*VISTA Literacy Corps, which had been zeroed out.

Although there is no final agreement between the House and Senate, and the White House continues to express concerns with both bills, there is good reason to hope for an early positive resolution of the funding question. This will enable us to turn our full energies to the 1997 appropriations and the reauthorization of the National and Community Service and Domestic Volunteer Service Acts-- and, of course, to the real place where we earn Congressional support-- the work of our Members, volunteers, sponsors, and staff in the field.

We have received over 800 comments in response to our federal register notice inviting suggestions on the reauthorization bills and have been asked by the Senate Labor Committee for our suggestions regarding changes to the Acts. We expect a Senate reauthorization hearing in late-April.

CORPORATION
FOR NATIONAL
 SERVICE

1201 New York Avenue, NW
Washington, DC 20525
Telephone 202-606-5000

Getting Things Done.
AmeriCorps, National Service
Learn and Serve America
National Senior Service Corps

On the 1997 appropriations front, the President's formal 1997 budget was sent to Congress today. Within his plan to achieve a balanced budget over seven years, President Clinton proposes to reduce discretionary spending by \$297 billion, but to increase funding for our service programs. For Fiscal Year 1997, the President proposes the following [in millions]:

PROGRAM	FY95	FY97
AmeriCorps/Learn & Serve	\$468	\$544
AmeriCorps*VISTA	\$48	\$52
National Senior Service Corps		
Foster Grandparents	\$67.8	\$72.8
Senior Companions	\$31.2	\$34.2
RSVP	\$35.7	\$37.7

These numbers are very encouraging, although no one expects the appropriations process to be easy in this very political year.

Also this week, the House Oversight Subcommittee chaired by Congressman Pete Hoekstra held a hearing on the Corporation's financial management. The Corporation had an opportunity to respond to the findings and recommendations of our auditors and explain ways in which we are working to improve our accounting and financial management systems. The auditors report, still in draft form, will be issued at the end of the month. We have already acted on a number of the recommendations. We believe the hearing reassured many of those present that we are determined to solve the problems reported in detail in the auditability study of the Corporation's 1994 Fiscal Year.

We know that many of our friends involved with AmeriCorps have had a difficult time this year dealing with the uncertainties of the budget. We believe this is the week the tide has turned. We hope that all of the National Service programs and partners will soon be able to focus efforts on building a strong future without the cloud of partisan politics over our heads.

With best regards,


Harris Wofford
Chief Executive Officer

P.S. If you have not received, and would like to see, the statements Senator Grassley and I made at our joint press conference, or my testimony at the Hoekstra hearing, please visit our World Wide Web site on the internet (www.cns.gov) or write to me at the Corporation.

*Cooperative
Agreement*

COOPERATIVE AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT OF EMPLOYMENT SERVICES
AND THE
U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

SCS Cooperative Agreement _____ is made and entered into between the District of Columbia, Department of Employment Services, and the United States Department of Agriculture (USDA), Soil Conservation Service (SCS).

I. BACKGROUND

On September 21, 1993, the President signed Public Law No. 103-82, the National and Community Service Trust Act of 1993 (Act). The Act established the AmeriCorps Program to enhance opportunities for national service, to address the unmet human, educational, environmental, and public safety needs of the Nation, and to provide tangible benefits to the communities in which national service is performed. The AmeriCorps program will officially start Nationwide in September of 1994. SCS has applied to the Corporation for National and Community Service for a grant and approval to conduct a year-long national service program throughout the Nation, including the District of Columbia.

The Secretary of Agriculture and the Mayor of the District of Columbia have jointly agreed to conduct cooperatively a pilot community service project within the Nation's capitol during the summer of 1994. SCS has asked to participate in this pilot program in order to gain experience in conducting community service projects and in order to further the cooperative soil and water conservation program of SCS and the District of Columbia. Experience gained by SCS and the District of Columbia in conducting a pilot summer community service program will be applied to the year-long program.

The participants in the program will be a diverse mix of 20 school-aged residents of the District whose service will help address the District's human and environmental needs. SCS will provide funds, personnel, and equipment to carry out the technical aspects of the program and the District will provide funds, personnel, and equipment to manage the selection, supervision, and support of the program participants.

Because the District of Columbia is the Department's primary host city, the Department has a substantial interest in contributing to the welfare of the community in which it is located. This summer community service program will involve its participants in activities such as watershed protection, soil conservation, water body improvement, and environmental education

efforts. The District will have the option of running the program through a District of Columbia Youth Service Corps.

II. PURPOSE AND OBJECTIVES

The purpose of this cooperative agreement is to establish a pilot community service project within the District of Columbia to run from July 1, 1994, to September 15, 1994. The pilot project will help improve environmental conditions in Washington, D.C., provide valid work experience and training to 20 community service program participants, and assist SCS in developing experience in running a community service program relating to soil and water conservation.

III. AUTHORITY

SCS enters this agreement under the authority of the Soil Conservation and Domestic Allotment Act, as amended, Public Law No. 74-46, 49 Stat. 163, 16 U.S.C. § 590a, et seq., and the Soil and Water Resources Conservation Act of 1977, Public Law No. 95-192, 91 Stat. 1407, 16 U.S.C. § 2001, et seq.

IV. RESPONSIBILITIES

A. *The District will--*

1. Act as the Project Coordinator.

To help the program succeed, the District will assist SCS by identifying and working with participating agencies and entities. The District will work closely to coordinate activities so that programs and projects developed meet the needs of both the participants and the public. The District will appoint an overall project coordinator and will provide the necessary equipment and supplies to carry out its responsibilities under this agreement.

2. Select Participants.

The District will select the 20 school-aged District resident participants from a diverse mix of cultural and economic backgrounds.

3. Operate the Youth Service Corps.

The District will operate a Youth Community Service Corps that will complete the projects and provide training to develop the potential of the participants. The Youth Community Service Corps will manage the selection, supervision, and support of the program participants.

4. The District will provide subsistence (food, lodging, and transportation) for project participants working at Camp Riverview. The District will provide participants with a \$1,000 educational grant upon successful completion of the program.

B. SCS will--

1. Provide funding for equipment and personnel as identified in the attached budget. [where is the budget?]
2. Provide technical assistance to carry out the National Service pilot program. SCS shall appoint a technical representative to coordinate the SCS participation in this project.
3. Provide trainers in environmental disciplines.
4. Pay participants a stipend for their work performed under this agreement.

V. PROJECT OUTPUTS

The project outputs incorporated into this agreement are --

1. *Cleanup of 9 bodies of water*

The District, through the Environmental Regulation Administration, will cleanup stream banks of the following water bodies: Watts Branch, Oxon Run, Pope Branch, Fort Stanton Tributary, Fort Davis Tributary, Fort Chaplin Tributary, Rock Creek, and Fort Dupont Park.

2. *Camp Riverview*

The District, through the Department of Recreation and Parks, will be involved in developing and maintaining a safe and interesting recreational and educational facility. The projects will include the following:

- * A launch will be cleared for the purpose of launching small boats and canoes;
- * Hiking trails will be plotted and cleared from Potter's Creek through the woods past a historical grave site to the shoreline of the Potomac River (a portion of this land is very marshy and will require the construction of elevated paths);
- * The beach area will be periodically raked and cleared;
- * An overnight wilderness campsite will be cleared in a wooded area along the Potomac River shoreline; and
- * An area for campers to study indigenous plants and animal life and learn about soil and water conservation will be constructed.

3. *Soil and Water Conservation Education*

The City, through the District of Columbia Soil and Water Conservation District, will assign participants to develop soil and water conservation education displays for use at community celebrations and schools.

These projects were identified as high priority items by District of Columbia government agencies and completion will accrue both environmental and aesthetic values to the District and will further the cooperative soil and water conservation program between SCS and the District.

All projects are to be completed by September 30, 1994.

VI. FUNDING AND PAYMENT PROCEDURES

A. Funding by SCS shall not exceed the estimated amount indicated for FY 1994.

FY 1994: \$78,600

The budget for this agreement is presented in the Appendix.

B. Invoices for reimbursement shall be submitted by the District of Columbia on Request for Advance or Reimbursement Form SF-270 to SCS monthly, and will cover all reimbursable expenses incurred during the period. Invoices will cite the agreement

number, fund citation, remittance address, and billing period.
Invoices along with supporting documents are to be submitted to:

USDA Soil Conservation Service
NHQAS Financial Management Staff
P.O. Box 2890, Room 5214-S
Washington, D.C. 20013-2890

SCS will advance, upon receipt of SF-270, one half of the agreement amount for initial start-up costs. No sooner than August 1, 1994, SCS will advance the remaining fifty percent of the project costs upon receipt of a properly executed SF-270.

The SCS technical representative for the agreement is:

Lloyd Wright
Director, Basin and Area Planning Division
USDA Soil Conservation Service
P.O. Box 2890, Room 5238-S
Washington, D.C. 20013-2890

Fund Citation: ?

C. It is the intent of SCS to fulfill its obligations under this agreement. However, commitments cannot be made beyond the period for which funds have been appropriated by Congress. At

the beginning of each fiscal year, after funds become available, SCS may renew this cooperative agreement. In the event that funds from which SCS may fulfill its obligations are not appropriated, the agreement will automatically terminate. Reimbursement will be for work completed that is otherwise eligible for reimbursement prior to the effective date of termination.

D. Pending availability of funds, SCS may renew this agreement throughout FY 1995 and provide funding not to exceed \$ 100,000.

E. It is anticipated that travel will be required under this agreement. When travel is required, prior authorization must be given by the SCS technical representative.

VII. GENERAL PROVISIONS

A. In accordance with 7 C.F.R. § 3015.205(c), and as a condition of this cooperative agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those in 7 C.F.R. § 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

B. As a condition of this cooperative agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with the Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, and Treasury Circular 1075, Regulation Governing Withdrawal of Funds from the Treasury for Advances Under Federal and Other Programs.

C. The District of Columbia certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act, as they apply to employees of State and local governments.

D. This agreement meets the requirements for cooperative agreements as set forth in 31 U.S.C. § 6305. It is a transfer of resources that accomplishes a public purpose, and substantial involvement is expected between SCS and the District in carrying out this activity.

E. No member of, or delegate to, Congress or resident commissioner, and no officer, agent, or employee of the Government shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

F. In accordance with Soil Conservation Service Property Management Regulations Temporary Regulation A-2, the program or

activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, and other applicable nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. Part 15, Subparts A and B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program receiving Federal financial assistance from the Department of Agriculture or any agency thereof or in any program or activity conducted by the Department.

G. The activities under this agreement will be in compliance with Title V of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 702, and 7 C.F.R. Part 3017, Subpart F.

H. Employees of the District of Columbia shall not be considered Federal employees or agents of the United States for any purpose under this agreement.

I. The District will comply with the requirements of Restrictions on Lobbying and certify that (applicable if commitments under this agreement are \$100,000 or more)--

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been or will be paid to any person for influencing an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report

Lobbying," (copy attached) in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

J. The District will give SCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement.

K. Any equipment procured by the District of Columbia under this agreement will belong to the District for continued utilization.

VIII. AMENDMENT, EFFECTIVE DATE, AND TERMINATION

A. This agreement will become effective upon signature of both of the parties below and shall remain in effect until September 30, 1994.

B. This agreement may be amended in writing at any time by mutual agreement of the parties.

C. This agreement may be terminated by either party hereto upon written notice to the other party at least 30 days in advance of the effective date of the termination.

Jack Crews, Director
NHQ Administrative Services Division
Soil Conservation Service
U.S. Department of Agriculture

Date: _____

Date: _____

Joseph P. Yedell

Acting Director

Department of Employment Services

District of Columbia

Cooperative Agreement

COOPERATIVE AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA

DEPARTMENT OF EMPLOYMENT SERVICES

AND THE

UNITED STATES DEPARTMENT OF AGRICULTURE

AGRICULTURE RESEARCH SERVICE

This Cooperative Agreement is made and entered into by the District of Columbia, Department of Employment Services (hereinafter referred to as "Cooperator" or "District"), and the United States Department of Agriculture (USDA), Agriculture Research Service (hereinafter referred to as "ARS").

Whereas, Public Law No. 103-82, the National and Community Service Trust Act of 1993 (Act), established the AmeriCorps Program to enhance opportunities for national service, to address the unmet human, educational, environmental, and public safety needs of the Nation, and to provide tangible benefits to the communities in which national service is performed. The AmeriCorps program will officially start Nationwide in September of 1994. ARS has applied to the Corporation for National and Community Service for a grant and approval to conduct a year-long national service program in the District of Columbia;

Whereas, the Secretary of Agriculture and the Mayor of the District of Columbia have jointly agreed to cooperatively conduct

a pilot community service project within the Nation's capitol during the summer of 1994;

Whereas, ARS has asked to participate in this pilot program in order to gain experience in conducting community service projects and in order to further the cooperative efforts of ARS and the District of Columbia in support of ARS research activities at the United States National Arboretum (hereinafter referred to as "Arboretum"), located in the District of Columbia. Experience gained by ARS and the District of Columbia in conducting a pilot summer community service program will be applied to the year-long program;

Whereas, the participants in the program will be a diverse mix of 11 school-aged residents of the District whose service will help address the District's human and environmental needs. ARS will provide funds, personnel, and equipment to carry out the technical aspects of the program and the District will provide funds, personnel, and equipment to manage the selection, supervision, and support of the program participants.

Whereas, the District of Columbia is the Department's primary host city, and the Department has a substantial interest in contributing to the welfare of the community in which it is located.

Whereas, the District and ARS have a mutual interest in the maintenance and support of the Arboretum. This summer community service program will involve its participants in renovation, maintenance, and support projects at the Arboretum. The Arboretum is a significant ecological "green" buffer in an urban area within the District and has considerable positive effects on the environment of the local community. The Arboretum is an attraction for tourists and other visitors to the community as well as a recreational opportunity within the urban environment. The District and ARS also have a mutual interest in the germplasm maintained and developed at the Arboretum, which plant materials are beneficial to the soil, air, and water of the District;

Whereas, the District will have the option of running the program through a District of Columbia Youth Service Corps; and

Whereas, it is the intention of the parties to this Cooperative Agreement that such work shall be for their mutual benefit and the benefit of the people of the United States.

Now, Therefore, for and in consideration of the promises and mutual covenants herein contained, and other goods and valuable considerations, the parties hereby mutually agree with each other as follows:

I. AUTHORITY

ARS enters this agreement under the authority of 7 U.S.C.
§ 3318(b).

II. RESPONSIBILITIES

A. The Cooperator agrees to:

1. Act as Project Coordinator.

The Cooperator agrees to prepare, in consultation with ARS, plans for a 10 week equivalent Summer 94 community service program at the Arboretum. This program will consist of 11 participants which will be considered a crew of 10 and 1 crew leader. To help the project succeed, the Cooperator will assist ARS by identifying and working with participating agencies and entities. The District will work closely to coordinate activities so that programs and projects developed meet the needs of both the participants and the public. The District will appoint an overall project coordinator and will provide the necessary equipment and supplies to carry out its responsibilities under this agreement.

2. Operate the Youth Service Corps.

The District will operate a Youth Community Service Corps that will complete the projects and provide training to develop the potential of the participants.

The Youth Community Service Corps will manage the selection, supervision, and support of the program participants. The District will select the 11 school-aged District resident participants from a diverse mix of cultural and economic backgrounds, provide initial training, provide a means of transportation to the Arboretum, provide supervision, provide leadership and development training, and provide evaluation of the participants. The District will provide participants with a \$1,000 educational grant upon successful completion of the program.

3. Initiate and conduct the program so that participants can start by the week of July 5, 1994 and finish by August 29, 1994.

B. ARS agrees to:

1. Assist in the planning of projects, order all supplies, schedule the crews appropriately, move the crews between projects at the Arboretum, and provide an area for the Cooperator crews to meet, receive instructions and training,
2. Provide technical knowledge to support the work crew, evaluate the quality of completed projects, and request

- any required alterations; and assign a technical specialist to the project.
3. Provide management support by assigning a supervisory Horticulturist to the project.
 4. Support the project by assigning facilities and work vehicles.
 5. Support the project by conducting training sessions in horticulture, botany, and integrated pest management.
 6. Evaluate the project at the end of the Summer 94 community service program.
 7. Defray the anticipated costs of the project by transferring to the Cooperator agreed upon funds in the amount not to exceed that given in the Federal obligation Block on Page 1 of the Cooperative Agreement (Form ARS-451) including any amendments thereto.

III. FUNDING AND PAYMENT PROCEDURES

- A. The Cooperator shall submit an initial financial request not to exceed 50 percent of the total amount of that listed in the Federal Obligation Block on Page 1 of this Cooperative

Agreement (Form ARS-451). The Cooperator shall submit two (2) subsequent financial reports relating to the time periods July 5, 1994, through August 4, 1994, and August 5, 1994, through the remainder of the summer program. In the event that the project is continued, funds may be requested for an initial payment and, thereafter, quarterly financial management reports are to be submitted.

- B. The funding shown in the Federal Obligation block on Form ARS-451, page 1 hereto, is hereby applied under this Cooperative Agreement to cover the agreed upon costs to be reimbursed to the Cooperator for service work as outlined for the Summer 1994 program. Additional funding may be added under the Cooperative Agreement for the official Americorps Program.
- C. Payments by ARS to the Cooperator will be made on properly executed invoices or vouchers to be prepared by the Cooperator and submitted to ARS. Checks covering payments under this Cooperative Agreement will be drawn in the name of the Cooperator unless a written request from the Cooperator accompanies the billing request.
- D. The Cooperator will use its best efforts to provide performance under this Cooperative Agreement within the Federal obligation amount shown on page 1 of this Agreement

and notify the Authorized Departmental Officials Designated Representative (ADODR) when it is anticipated that performance under this Cooperative Agreement will exceed this amount. The Cooperator is not obligated to continue performance under this Cooperative Agreement or otherwise incur costs in excess of the Federal obligation amount unless authorized by the ADO. Costs incurred in excess of the Federal Obligation amount shall not be reimbursed without approval and written ratification by the Director, Contracting and Assistance Division, ARS. Unallowable cost will not be approved in any case.

GENERAL PROVISIONS

C. It is Mutually Understood and Agreed that:

1. In accordance with 7 C.F.R. § 3015.205(c), and as a condition of this cooperative agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those in 7 C.F.R. § 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

2. As a condition of this cooperative agreement, the District of Columbia assures and certifies that it is in compliance with, and will comply in the course of the agreement with the Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, and Treasury Circular 1075, Regulation Governing Withdrawal of Funds from the Treasury for Advances Under Federal and Other Programs.
3. The District of Columbia certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act, as they apply to employees of State and local governments.
4. This agreement meets the requirements for cooperative agreements as set forth in 31 U.S.C. § 6305. It is a transfer of resources that accomplishes a public purpose, and substantial involvement is expected between ARS and the District in carrying out this activity.
5. No member of, or delegate to, Congress or resident commissioner, and no officer, agent, or employee of the Government shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

6. The program or activities conducted under this agreement shall be conducted in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, and other applicable nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. Part 15, Subparts A and B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program receiving Federal financial assistance from the Department of Agriculture or any agency thereof or in any program or activity conducted by the Department.
7. The activities under this agreement shall be in compliance with Title V of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 702, and 7 C.F.R. Part 3017, Subpart F.

8. Employees of the District of Columbia shall not be considered Federal employees or agents of the United States for any purpose under this agreement.

9. The District will comply with the requirements of Restrictions on Lobbying and certify that (applicable if commitments under this agreement are \$100,000 or more)--
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

 - b. If any funds other than federally appropriated funds have been or will be paid to any person for influencing an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," (copy attached) in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

10. The District will give ARS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement.
11. Any equipment procured by the District of Columbia under this agreement will belong to the District for continued utilization.
12. Cooperator employees, while engaged in work at ARS facilities will abide by ARS "Rules of the Workplace." Cooperator employees shall not operate Government-owned vehicles without prior specific written authorization by the ADO.
13. ARS shall not be held responsible for any injury sustained or malady or death incurred by the Cooperator's personnel who occupy ARS space; nor will ARS be held responsible for any breakage, theft, or acts of vandalism to the Cooperators equipment and supplies during the period of the Cooperative Agreement. The employees of the Cooperator, while engaged in duties at ARS, shall adhere to the hours of work, conduct and other incidental matters stated in the rules and regulations of USDA and ARS.

14. ARS may technically supervise work of a Cooperator's employees while at ARS facilities engaging in research under this Cooperative Agreement; however, ARS may not intervene in the employer-employee relationship between a Cooperator and its employee. In addition, ARS may not act so as to hire or otherwise engage in the personnel management of the Cooperator's employees.
15. The Cooperator shall provide and maintain the necessary types of insurance as may be needed under this Cooperative Agreement, including but not limited to: worker's compensation, employer's liability, and comprehensive general liability in amounts sufficient to protect the Federal Government's interest in not being subject to unwarranted damage claims resulting from the Cooperator's use of ARS facility.
16. Either party may furnish equipment and/or facilities at no cost to the other, as may be mutually agreed to between the Cooperator and the ADODR for successful completion of this project; however, in no manner shall ARS be held liable for damage or loss of Cooperators property located at ARS facilities.
17. Data which were collected, compiled, and evaluated under this Cooperative Agreement shall be shared and

mutually interchanged by the Cooperator and ARS with the final results of the project made available to both parties.

18. Any public information released concerning work carried out under this Cooperative Agreement will describe the contributions of both parties to the service program.
19. The ARS ADO may delegate responsibilities to an ADODR, subject to the limitations as provided for in the ADODR instructions. ARS will notify the Cooperator, in writing, of any such delegation.
20. Correspondence and documentation regarding this Agreement should cite Agreement Number XX-XXXX-X-XXX and copies of such correspondence and documentation between the Cooperator and the ADODR shall be sent by the originating party to the ADO at:

Dr. Edward J. Garvey
USDA/ARS/U.S. National Arboretum
3501 New York Avenue, N.E.
Washington, D.C. 20002

AMENDMENT, EFFECTIVE DATE, AND TERMINATION

- A. This agreement will become effective upon signature of both of the parties below and shall remain in effect until September 30, 1994.

- B. This agreement may be amended in writing at any time by mutual agreement of the parties. Unilateral amendments may be issued by the ADO for the changes which are purely administrative in nature.

- C. This agreement may be terminated by either party hereto upon written notice to the other party at least 30 days in advance of the effective date of the termination.

- D. The performance under this Cooperative Agreement may possibly be continued beyond the Summer 1994 pilot program into an official Americorps Program. Prior to completion of the service efforts scheduled for the Summer 1994 program, the parties will review the pilot project results and determine the benefits of continuing the program. In the event the project is continued, this Cooperative Agreement will be amended to provide for the additional service projects, obligations of the parties, and performance period.

Date: _____

Dr. K.D. Murrell
Director, Beltsville Area
Agricultural Research Service
United States Department of Agriculture

Date: _____

Joseph P. Yedell
Acting Director
Department of Employment Services
District of Columbia

MEMORANDUM OF UNDERSTANDING

between

BAILEY'S ELEMENTARY SCHOOL
FOR THE ARTS AND SCIENCES

and

THE UNITED STATES DEPARTMENT OF AGRICULTURE,
FOREST SERVICE

This Memorandum of Understanding (MOU) is made and entered into between the Bailey's Elementary School for the Arts and Sciences, hereinafter referred to as Bailey's Elementary School, and the U.S. Department of Agriculture, Forest Service, hereinafter referred to as the Forest Service.

I. PURPOSE

The purpose of this MOU is to provide a framework for cooperation to promote agriculture, forestry, environmental and conservation education, and to encourage youth to consider careers in the U.S. Department of Agriculture. This cooperation serves mutual interests of the parties.

II. STATEMENT OF MUTUAL INTEREST & BENEFITS

The Forest Service protects and manages the resources on the 191 million acres that comprise the National Forests and Grasslands. In carrying out its mission, the Forest Service is responsible for increasing the knowledge, awareness and appreciation of the Nation's natural resources for all the diverse publics that it serves.

Bailey's Elementary School is a public school in the local community of eastern Fairfax County, Virginia. It is committed to providing high quality educational programs within the pluralistic community that it serves.

In entering into this MOU, both the Bailey's Elementary School and the Forest Service recognize that we have certain common interests and responsibilities, which include, but are not limited to:

1. Assisting in the development of the character, intellect, and stamina for a generation of young people from a diversity of backgrounds who will be the workforce of the future;
2. Pursuing an enriching relationship that will positively affect the lives and future of the School, the Agency and the community that we both serve.

In consideration of the above premises, the parties agree as follows:

III. BAILEY'S ELEMENTARY SCHOOL SHALL:

1. Provide input on educational materials that the Forest Service is preparing.
2. Offer presentations on Multiculturalism.
3. Provide student presentations for special functions.
4. Provide the use of school facilities for community outreach functions, such as Job Fairs, and Program Information events.
5. Assume the responsibility and liability of its students in regard to transportation for field trips or other purposes, and the wellbeing of the students while attending such activities performed as a result of this MOU.

IV. THE FOREST SERVICE SHALL:

1. Provide guest lecturing on various topics.
2. Participate in Career Planning activities.
3. Participate in student support programs, such as mentoring, career shadowing, tutoring, and role model discussions.
4. Coordinate tours of the National Forests and Forest Service facilities. (See Part III, Item 5 regarding liability and Part V, Item 1 regarding funding.)
5. Offer access to surplus materials and supplies, such as tree seedlings, office equipment, etc.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

1. Specific work projects or activities which involve the transfer of money, services, or property between the parties to this MOU will require execution of separate agreements or contracts. Each subsequent agreement or arrangement involving the transfer of money, services, or property between the parties to this MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities, and must be independently authorized by appropriate statutory authority.
2. This MOU in no way restricts the Forest Service from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
3. No member of, or Delegate to, Congress shall be admitted to any share or part of this MOU, or any benefits that may arise therefrom; but this provision shall not be construed to extend to this MOU if made with a corporation for its general benefit.

4. Nothing in this memorandum shall obligate the Forest Service to the Bailey's Elementary School to expend appropriations or to enter in any contract or other obligations.
5. This MOU may be modified or amended upon written consent of both parties or may be terminated with 30-day written notice of either party.
6. The parties agree to review and assess the effectiveness of the program and the MOU annually.
7. In carrying out the terms of this Agreement, there shall be no discrimination against any persons because of race, color, national origin, age, religion, sex, or disability.
8. The principle contacts for this agreement are:

Elda Inoue
USDA Forest Service
Civil Rights Staff
P.O. Box 96090
Washington, DC 20090-6090
(703) 235-2935

Carol Franz, Principal
Bailey's Elementary School
6111 Knollwood Dr.
Falls Church, VA 22041
(703) 820-1863

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

/S/ J. Lamar Beasley
J. LAMAR BEASLEY
Deputy Chief, Forest Service
U.S. Department of Agriculture

/S/ Robert R. Spillane
ROBERT R. SPILLANE
Superintendent
Fairfax County Public Schools

/S/ Luther Burse
LUTHER BURSE
Director of Civil Rights, Forest Service
U.S. Department of Agriculture

/S/ Carol Franz
CAROL FRANZ
Principal
Bailey's Elementary School

Date: February 4, 1993

Joe
Do you see this?

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MEMORANDUM OF UNDERSTANDING
Between the
DISTRICT OF COLUMBIA SOIL AND WATER CONSERVATION DISTRICT
And the
UNITED STATES DEPARTMENT OF AGRICULTURE

This memorandum of understanding is between the District of Columbia Soil and Water Conservation District, Washington, D.C., hereinafter called the "Conservation District", and the United States Department of Agriculture, hereinafter called the Department. It is effective on the date it is signed by or for the Secretary of Agriculture and replaces any memorandum of understanding heretofore entered into between the Conservation District and the Department.

STATE OF PURPOSE

The Conservation District has been organized pursuant to the Conservation D.C. Law 4-143, the District of Columbia Soil and Conservation Act of 1982". A copy of which is attached or on file in the Department. It is prepared to exercise within its boundaries public powers as authorized by that law, as amended and supplemented.

The Secretary of Agriculture is authorized under the terms of various statutes administered by the Department to carry out a broad landowners program of assistance to land users including soil and water conservation, watershed protection, flood prevention, urban forestry, urban area development, and encompassing research, education, technical assistance, cost sharing, and credit. This program may include cooperation with and assistance to soil and water conservation districts in conserving and improving soil, water, vegetation, wildlife, and related resources in reducing damage by floods and sedimentation.

The Conservation District will adopt a long-range program outlining its soil and water conservation and resource-use objectives, a copy of which will be on file in the Department. The Conservation District will be engaged in carrying out this program. The Conservation District may have available in the future, services, facilities, and funds from Federal, local, and private sources for carrying on its work.

The Conservation District and the Department have the common objective of helping to bring about the use of each acre of land within the limits of its capabilities and the treatment of each acre in accordance with its needs for protection and

OPTIONAL FORM 95 (7-90)

FAX TRANSMITTAL # of pages ▶

To <i>Joe</i>	From
Dept./Agency	Phone #
Fax #	Fax #

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

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improvement. Cooperation is mutually helpful to the Conservation District and the Department in achieving this common objective. This memorandum of understanding establishes an enduring basis for such cooperation and assistance.

A. What The Department Will Do

The Department will cooperate with and assist the Conservation District in carrying out its long-range soil and water conservation and resource-use program. Such assistance as is consistent with the Department's statutory authority and available resources will be provided through its various agencies in accordance with Departmental regulations. Such assistance will be made available through supplements to this memorandum of understanding or through other appropriate arrangements developed between the Conservation District and each agency of the Department cooperating with the Conservation District.

B. What The Conservation District Will Do

1. The Conservation District will encourage the participation of Departmental agencies, other Federal and local entities, and the public to assist in the development and implementation of the overall conservation goals and objectives.
2. The Conservation District will prepare an annual work plan to serve as a guide in carrying out its program during the year ahead and provide a basis for Departmental assistance.
3. Where the aid to be furnished by the Conservation District to owners and occupants of land in carrying out conservation and resource-use plans requires assistance provided the Conservation District by an agency of the Department, the Conservation District will develop a procedure for handling formal and informal requests for such assistance. The procedure is to be acceptable to the Departmental agency concerned.
4. The Conservation District will be responsible for determining the kind, amount, and priority of work to be performed by Conservation District Personnel on urban land and for seeing that the provisions of agreements it enters into with owner and occupants land are carried out.

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5. The Conservation District will provide such funds, personal services, and facilities as it is able to obtain for carrying out its work.
 6. The Conservation District will not change for assistance made available by the Department and will conduct its work in such a manner that cooperating landowners and occupants and the general public will understand that any charges it may make are not for that assistance.
 7. Within 60 days after the end of each fiscal year, the Conservation District will submit to the Department representative of the Soil Conservation Service an annual report on the Conservation District's activities and accomplishments. The Conservation District will send a copy of its annual report to each cooperating Departmental agency. The Conservation District will keep its records in such a way that the agencies of the Department cooperating with the Conservation District may obtain adequate information as to the Conservation District activities by examining these records.
 8. The Conservation District will inform all cooperating agencies of the Department of any substantial charges in its longtime program in order to avoid possible misunderstandings in carrying out the Conservation District's work.
- C. It Is Further Understood
1. Assistance supplied to the Conservation District by a Departmental agency will be furnished in accordance with the agency's applicable authorities and policies and in accordance with other local, and Federal rules and regulations.
 2. Any assistance by Departmental agencies for carrying on educational or urban forestry work made available to the Conservation District will be furnished in accordance with existing or future agreements between the Department or its agencies.

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3. This memorandum is not to be construed to affect the jurisdiction of the Federal Government, or any agencies thereof, over federally-owned land which may lie within the boundaries of the Conservation District.
4. Departmental agency personnel and facilities are to be under the administrative jurisdiction of the Departmental agency involved.
5. Any equipment and materials made available to the Conservation District by Departmental agencies are to be utilized by the Conservation District in accordance with an agreement entered into governing their use.
6. Personnel, facilities, and funds available to the Conservation Districts from local and private sources are to be under the administrative jurisdiction of the Conservation District or of the cooperating local agency.
7. Neither the Department nor the Conservation District are to be bound by any obligation in this memorandum or any supplement thereto or other appropriate arrangement that involve the expenditure of funds in excess of the amounts made available to it or for a period in excess of that authorized by law.
8. All matters that may require administrative action or approval by any agency of the Department will be handled through the established administrative procedures of that agency and of the Department.
9. This memorandum can be modified or terminated at any time by mutual consent of the parties thereto or can be terminated by either party alone by giving 60 days notice in writing to the other.
10. Any supplemental memorandum of understanding or other appropriate arrangements now in effect between the Conservation District and an agency of the Department are to remain in full force and effect and to be subject to all of the provisions hereof.

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- 11. The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964, as amended, and the regulations of the Secretary of Agriculture (7 C.F.R. Sec. 15.1-15.12), which provide that no person in the United States shall, on the grounds of race, color, age, sex, religion, marital status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

BY: Pamela Cooper-Harrison
 Chairperson, Conservation District
 Governing Body

The signing of this memorandum of understanding was authorized by a resolution of the conservation district governing body adopted at a meeting held on August 24, 1983.

UNITED STATES DEPARTMENT OF AGRICULTURE

BY: John R. Block
 Secretary of Agriculture

DATE: February 6 1984, 1983

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SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING
between the
DISTRICT OF COLUMBIA SOIL AND WATER
CONSERVATION DISTRICT, WASHINGTON, D. C.
and the
SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

The District of Columbia Soil and Water Conservation District, of Washington, D. C. and the Secretary, United States Department of Agriculture, have entered into a memorandum of understanding, which was signed on the 6th day of February, 1984. The memorandum establishes a basis for the cooperation of agencies of the Department with the Conservation District.

Under the terms of the Soil Conservation and Domestic Allotment Act of 1935 and other acts, the Soil Conservation Service (SCS) is authorized to cooperate with and to furnish assistance to the Conservation District for conservation and resource development work.

The Conservation District, organized under the provisions of the Soil and Water Conservation statutes of the District of Columbia, is responsible for developing and carrying out programs for the conservation, protection, and development of soil, water, and related plant resources within the district.

The Conservation District and the Soil Conservation Service have the common objectives of helping to bring about the conservation, development, and wise use of land, water, and related resources. They, therefore, enter into this memorandum of understanding as the foundation for an enduring cooperative working arrangement. This memorandum supplements the memorandum of understanding between the Conservation District and the Department referred to above, and is subject to all the provisions of that memorandum of understanding.

A. What the Soil Conservation Service Will Do

1. SCS will make available to the Conservation District the services of personnel qualified in carrying out resource planning, conservation, and development and will provide such facilities as its employees may require. SCS will designate a conservationist as its primary staff member for assisting the Conservation District.
2. SCS assistance will be allocated in accordance with an annual plan of operations prepared by SCS in consultation with the Conservation District and based upon the Conservation District's annual work plan. SCS will consult with the Conservation District whenever substantial changes in assistance to be made available are contemplated and will notify the Conservation District in advance.

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B. What the Conservation District Will Do

1. The Conservation District will (a) adopt a procedure for identification, inventory, and analysis of conservation and resource problems within the district and the orderly and progressive development and application of conservation and resource development plans for communities, watersheds, and other land units; (b) be responsible for determining the priority areas of work within the Conservation District and determining the recipients of services provided by the Conservation District; (c) develop a systematic method for group and individual follow-up work essential for carrying out conservation and resource development plans; and (d) develop an information and educational program to keep the local citizens informed.
2. The Conservation District's annual work plan, which will be prepared as a guide for its work and activities for the year ahead, will include whatever information SCS reasonably needs for preparing its annual plan of operations.
3. The Conservation District will keep records of all materials and equipment furnished it by SCS in accordance with agreements regarding such materials and equipment. Such records will be available for examination at any reasonable time by accredited SCS representatives.
4. Where Conservation District employees are located at SCS field offices, an appropriate agreement will be developed to include working arrangements.

C. It is Further Understood

1. Either party, as mutually agreed upon, will provide or arrange for such additional services, facilities, equipment, materials, and arrangements as may be required to achieve common objectives.
2. SCS personnel and facilities, all of which will be under SCS jurisdiction, will be located insofar as feasible at headquarters mutually satisfactory to the Conservation District and to SCS. SCS retains the right to establish headquarters for its personnel at such places as it deems most appropriate.
3. The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964, as amended, and the regulations of the Secretary of Agriculture (7 C.F.R. Sec. 15.1-15.12), which provide that no person in the United States shall, on the grounds of race, color, age, sex, religion, marital status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial or technical assistance from the Department of Agriculture or any agency thereof.

- 4. This supplemental memorandum of understanding will be effective when signed by both parties and will continue in effect for the duration of the memorandum of understanding referred to above, except that it may be modified or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving 60 days' notice in writing to the other party.

The signing of this supplemental memorandum of understanding on behalf of the Conservation District was authorized by a resolution of the district governing body adopted at a meeting on the 24th day of August, 1983.

DISTRICT OF COLUMBIA SOIL AND WATER
CONSERVATION DISTRICT

By: Patricia Cooper-Harrison
Chairman, Conservation District
Governing Body

Date: February 24, 1984

SOIL CONSERVATION SERVICE

United States Department of Agriculture

By: Small H. Lellan
State Conservationist, Soil
Conservation Service

Date: 2/24, 1984.

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SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING
between the
DISTRICT OF COLUMBIA SOIL AND WATER
CONSERVATION DISTRICT, WASHINGTON, D. C.
and the
SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

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The Conservation District and the Soil Conservation Service have the common objectives of helping to bring about the conservation, development, and wise use of land, water, and related resources. They, therefore, enter into this memorandum of understanding as the foundation for an enduring cooperative working arrangement. This memorandum supplements the memorandum of understanding between the Conservation District and the Department referred to above, and is subject to all the provisions of that memorandum of understanding.

A. What the Soil Conservation Service Will Do

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2. SCS assistance will be allocated in accordance with an annual plan of operations prepared by SCS in consultation with the Conservation District and based upon the Conservation District's annual work plan. SCS will consult with the Conservation District whatever substantial changes in assistance to be made available are contemplated and will notify the Conservation District in advance.

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B. What the Conservation District Will Do

1. The Conservation District will (a) adopt a procedure for identification, inventory, and analysis of conservation and resource problems within the district and the orderly and progressive development and application of conservation and resource development plans for communities, watersheds, and other land units; (b) be responsible for determining the priority areas of work within the Conservation District and determining the recipients of services provided by the Conservation District; (c) develop a systematic method for group and individual follow-up work essential for carrying out conservation and resource development plans; and (d) develop an information and educational program to keep the local citizens informed.
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3. The Conservation District will keep records of all materials and equipment furnished it by SCS in accordance with agreements regarding such materials and equipment. Such records will be available for examination at any reasonable time by accredited SCS representatives.
4. Where Conservation District employees are located at SCS field offices, an appropriate agreement will be developed to include working arrangements.

C. It is Further Understood

1. Either party, as mutually agreed upon, will provide or arrange for such additional services, facilities, equipment, materials, and arrangements as may be required to achieve common objectives.
2. SCS personnel and facilities, all of which will be under SCS jurisdiction, will be located insofar as feasible at headquarters mutually satisfactory to the Conservation District and to SCS. SCS retains the right to establish headquarters for its personnel at such places as it deems most appropriate.
3. The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964, as amended, and the regulations of the Secretary of Agriculture (7 C.F.R. Sec. 15.1-15.12), which provide that no person in the United States shall, on the grounds of race, color, age, sex, religion, marital status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial or technical assistance from the Department of Agriculture or any agency thereof.

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- 4. This supplemental memorandum of understanding will be effective when signed by both parties and will continue in effect for the duration of the memorandum of understanding referred to above, except that it may be modified or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving 60 days' notice in writing to the other party.

The signing of this supplemental memorandum of understanding on behalf of the Conservation District was authorized by a resolution of the district governing body adopted at a meeting on the 24th day of August, 1983.

DISTRICT OF COLUMBIA SOIL AND WATER
CONSERVATION DISTRICT

By: Patricia Cooper Harrison
Chairman, Conservation District
Governing Body

Date: February 24, 1984

SOIL CONSERVATION SERVICE

United States Department of Agriculture

By: Donald H. Pella
State Conservationist, Soil
Conservation Service

Date: February 24, 1984.

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AmeriCorps National Service

CORPORATION
FOR NATIONAL
SERVICE

**CORPORATION for NATIONAL
and
COMMUNITY SERVICE**

and

United States Department of Agriculture

Interagency Cooperative Agreement No. 94ADFDC047

Upon execution of this document, an award to the U.S. Department of Agriculture in the amount of \$2,627,551 is made under the terms of the National and Community Service Act of 1990 as amended, 42 U.S.C. 12501 et seq. and accepted for the purposes described in the attached document. The proposal submitted by the U.S. Department of Agriculture, dated September 21, 1994, including amendments made as a result of grant negotiations are incorporated and made part of this Interagency Cooperative Agreement. The agreement is subject to the requirements set forth below.

Authority: This agreement is entered into pursuant to the authority of the National and Community Service Act of 1990 as amended (42 U.S.C. 12501 et seq.).

Total Corporation Funding: \$2,627,551

Performance Period: July 1, 1994 through August 1, 1995

Purpose: This agreement provides support for the conduct of an AmeriCorps® program with the principal goals of "getting things done"™ in communities, strengthening the ties that bind communities together, and developing the citizenship and skill of participants.

Priority Area: The principal objective of this AmeriCorps program is in the following priority within the following two issue areas:

Human Needs:

Independent Living
Community Revitalization

Environment:

Natural Environment
Neighborhood Environment

1100 Vermont Avenue, NW
Washington, DC 20525
Telephone 202-606-5000
Fax 202-606-4906

Getting Things Done.
AmeriCorps, National Service
Learn and Serve America
National Senior Service Corps

Progress and Financial Reports: Progress and Financial Reports will be prepared in accordance with the general provisions of this agreement.

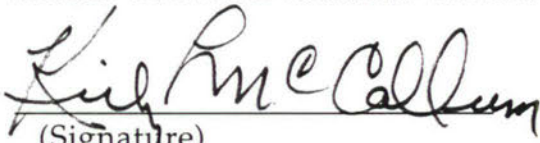
Payment: Advance payments are acceptable under this agreement.

This agreement consists of these two pages and the attached Interagency Cooperative Agreement Terms, the AmeriCorps*USA-Direct Grant Provisions (Federal Agencies), the Budget Form, and a Programs and Funding table.

Performance by the United States Department of Agriculture under this agreement is contingent upon final passage of the FY95 Agriculture Appropriations Bill.

IN WITNESS WHEREOF, the parties have executed Interagency Cooperative Agreement No. 94ADFDC047.

ACCEPTED AND AGREED TO BY:



(Signature)

(Signature)

Kirby L. McCollum
(Typed Name)

Joel Berg
(Typed Name)

Grants Officer
(Official Title)

(Official Title)

10-11-94
(Date)

(Date)

**CORPORATION FOR NATIONAL
and COMMUNITY SERVICE**
1100 Vermont Ave., NW.
Washington, DC 20525

**UNITED STATES DEPARTMENT OF
AGRICULTURE**
14th & Independence Ave., S.W.
AG Box 1301
Washington, D.C. 20250-1300

INTERAGENCY COOPERATIVE AGREEMENT TERMS

I. PROGRAM DESCRIPTION

The United States Department of Agriculture, referred to in this document as the Recipient Federal Agency, in cooperation with the Corporation for National Service (the Corporation), hereby agrees to conduct an AmeriCorps program comprised of three teams: **Anti-Hunger; Environmental; and Rural Development**. The **Anti-Hunger team** will work to reduce the number of citizens suffering from hunger, improve the nutritional content of family diets, and give poor citizens necessary empowerment tools to help lift themselves out of poverty. The **Environmental team** will work to help solve local environmental problems, repair and upgrade community facilities, promote sustainable farming, conduct environmental education seminars, and preserve and restore national forests. The **Rural Development team** will help communities protect watersheds, improve housing, promote economic development, boost sustainable agriculture, respond to disasters and aid the current Administration's Empowerment Zone/Economic Community initiative.

This program shall be conducted in accord with the Recipient Federal Agency's original proposal submission and revision dated September 21, 1994 and in accord with the attached aggregate budget and specific program budgets submitted in support thereof.

II. PROGRAMS AND FUNDING

The specific AmeriCorps programs being funded under this agreement, the number of participants, and Corporation funding are specified in Attachment A.

Recipient Federal Agency Program Director: Joel Berg

The identified Recipient Federal Agency Program Director will not be replaced without specific Corporation approval. If sub-cabinet level components of the Recipient Federal Agency are responsible for management of particular projects under this Interagency Cooperative Agreement, they agree to provide qualified Project Directors for those projects. All such directors must be selected and their names submitted to the Corporation for approval.

III. TOTAL CORPORATION FUNDING AND PARTICIPANT EDUCATIONAL AWARDS

Total Corporation Funds in the amount of **\$2,627,551** (Total of lines A-G of the attached aggregate budget) are provided to support this program. **\$15,000** of these funds are provided for child care and shall be withheld by the Corporation resulting in **\$2,612,551** obligated to the Recipient Federal Agency for direct program expenditures.

These funds support a full programmatic year of operation of your AmeriCorps program and the completion of a year of service for each AmeriCorps member.

In addition, the following total number of educational awards are provided for participants:

FULL-TIME PARTICIPANT EDUCATIONAL AWARDS: 1,202 FT (\$ 4,725 ea.)
PART-TIME PARTICIPANT EDUCATIONAL AWARDS: 9 PT

TOTAL FULL-TIME : 1,206,5

IV. PROGRAM LIAISONS

The following are the liaisons responsible for the administration of this agreement.

Stacy Rosen
Grants Officer
The Corporation for National Service

Ronald N. De Munbrun
Grants Officer
United States Department of Agriculture

Meg Maguire
Senior Program Officer
The Corporation for National Service

Joel Berg
Program Officer
United States Department of Agriculture

V. RECIPIENT FEDERAL AGENCIES RESPONSIBILITIES

A. GENERAL

1. The Recipient Federal Agency receiving this award agrees to be responsible for all aspects of this program including the management, oversight, operation and evaluation of the specified AmeriCorps programs and to work closely with the Corporation in its implementation.

2. The Recipient Federal Agency will implement the AmeriCorps program in accord with the National and Community Service Trust Act (42 U.S.C. 12501, et seq.), the Corporation's regulations (45 CFR 2510, 2513, et al.), its own cabinet level regulations, the AmeriCorps National Direct Application and the terms of this agreement. The Recipient Federal Agency will not impose additional requirements on its sub-recipients without prior written approval of the Corporation. This does not preclude agencies from gathering financial or other data, in accordance with agency practice or implementing other agency procedures as long as such processes do not preempt Corporation requirements.

3. The Recipient Federal Agency shall require sub-recipients to comply with all related Federal Office of Management and Budget Circulars as implemented by respective departmental regulations and other applicable Federal statutes.

B. SPECIFIC

1. The Recipient Federal Agency will issue any sub-cooperative agreements under this prime agreement in accord with the terms of this agreement and will administer these awards through completion of the AmeriCorps programs.

2. If the Recipient Federal Agency receiving this award is implementing the entire program or a project or projects that are a part of the entire program "in-house". That is, the Recipient Federal Agency will not enter into a sub-cooperative agreement with a non-Federal entity to implement the entire program or a project or projects that are part of the entire program, the provisions of this agreement pertaining to reporting in accordance with OMB Circulars are waived because such provisions do not apply to Federal Agencies. The directly operated Federal Programs may account for funds and expenditures in accord with normal agency practice.

3. If the Recipient Federal Agency receiving this award is willing to enter any sub-cooperative agreements to implement the entire program or a project or projects that are part of the entire program, the non-Federal sub-cooperator will be bound by the provisions of the agreement as they pertain to OMB Circulars. Except that, U.S. Department of Agriculture sub-cooperators will be bound by the Department of Agriculture CFR itself implementing an AmeriCorps program, then those provisions of the OMB Circulars which would not be applicable to a Federally run program are waived. This might include such items as accounting and financial management requirements. The directly operated Federal Programs may account for funds and expenditures in accord with normal agency practice.

4 The Recipient Federal Agency will assess technical assistance needs of the programs and coordinate with the Corporation in developing a strategy to meet those needs.

5. The Recipient Federal Agency will request funds and transfers of such through the Department of Health and Human Services' Payment Management System using the On-Line Payments and Collections (OPAC) system. The Recipient Federal Agency shall provide advances to sub-recipients conducting AmeriCorps® programs only if their financial management systems meet the standards for fund control and accountability required in the United States Department of Agriculture Uniform Federal Assistance Regulations, 7 CFR 3015.

6. United States Department of Agriculture agrees to assume financial oversight of the three separately Federally funded D.C. Service Corps projects. This oversight includes financial condition and provision of matching funds for all projects. USDA will coordinate with the other two Federal agencies and may require financial reporting or data from the D.C. Service Corps as necessary.

VI. CORPORATION RESPONSIBILITIES

A. GENERAL

1. The Corporation will work closely with the Recipient Federal Agency to help assure the quality of the AmeriCorps programs and to reasonably accommodate the needs of the Recipient Federal Agency and the AmeriCorps programs for assistance.

2. The Corporation will provide access to technical assistance to the AmeriCorps programs as needed and agreed upon. The type of assistance and the method of delivery will be coordinated with the Recipient Federal Agency.

3. The Corporation will coordinate with the Recipient Federal Agency prior to visits to AmeriCorps sites, assessments and evaluations of specific programs. Any problems or issues with specific programs or national AmeriCorps activities will be coordinated by the Corporation with the Recipient Federal Agency Program Director and the AmeriCorps programs. Any corrective actions or changes necessary for an operating program will be implemented through the Recipient Federal Agency in coordination with the Recipient Federal Agency Program Director.

4. The Corporation will provide timely review and responses to requests for approval or issues that necessitate Corporation involvement.

VII. JOINT CORPORATION - RECIPIENT FEDERAL AGENCY ACTIVITIES

Within reason, the Corporation requires the Recipient Federal Agency receiving this award and its sub-recipients to participate with the Corporation and other funded programs in initiation or launch ceremonies, meetings, other joint activities, etc. The purpose of these meetings may be to build National Identity, promote AmeriCorps objectives or participate in mutually beneficial activities. The Recipient Federal Agency will be responsible for funding such activities only to the extent that such activities were included in a project's budget. Other costs would be borne by the Corporation.

VIII. SPECIFIC REQUIREMENTS

A. TRANSFER of PROGRAM FUNDS and CHANGE in NUMBER of MEMBERS

The Recipient Federal Agency Program Director must first approve all transfer of Corporation program funds and/or members before forwarding the requests to the Corporation. The Recipient Federal Agency may not transfer available Corporation program funds or number of participants and corresponding educational awards from one program to another without the specific approval of the Corporation. The Recipient Federal Agency may transfer its own matching funds without Corporation approval so long as such a transfer does not result in a decrease in the number of objectives for the program, a decrease in the quantity of work performed under one or more objectives, or a reduction in the number of AmeriCorps members in a project. All transfers of Recipient Federal Agency matching funds that will result in such decreases or reductions must be approved by the Corporation.

B. CHILD CARE

The funds obligated for child care as part of the total Corporation funding are not available for expenditure directly by the Recipient Federal Agency unless an exception is specifically authorized. Child Care payments will be made directly to the child care provider for identified eligible members through a technical assistance grant awarded to the National Association of Child Care Resource and Referral Agencies (NACCRRRA). The Recipient Federal Agencies will determine eligibility and notify NACCRRRA. In addition to making direct payments to qualified child care providers, NACCRRRA is providing direct assistance to Recipient Federal Agencies and members, when needed, in determining specific child care needs, and counseling eligible participants on child care services and available options.

C. MATCHING FUNDS

1. The Recipient Federal Agency and its Recipient Federal Agencies are responsible for meeting the matching amounts in the approved and attached aggregate budget and budgets submitted in support of the aggregate. Except for AmeriCorps programs operated directly by a Recipient Federal Agency, the Corporation's statute requires, at a minimum, the following matches:

<u>Percentage</u>	<u>Of Base Costs</u>	<u>Allowable Forms of Match</u>
25%	Program Operating Costs (Budget Line Items A-E)	The 25% match may consist of match in-kind items or other Federal money.
15%	Other Participant Support Costs (Budget Line Item F: •Basic Living Allowance •FICA •Worker's Compensation •Health Care)	<p>The 15% match MUST be in cash and may NOT consist of other Federal money. By definition this means that a sub-recipient MUST either have this match in their reserves or they must raise it from some non-federal source.</p> <p>The only case in which Federal money can be used to meet this match is where a Recipient Federal Agency will implement the program or project using only its funds and not in cooperation with a third party. In that case the Recipient Federal Agency may use its own funds (Federal money) to meet this matching requirement.</p>

2. The Recipient Federal Agency is responsible to ensure that all matching funds are obtained and applied to the AmeriCorps programs/projects as shown in the approved budgets. Corporation funds shall not be used in lieu of Recipient Federal Agency or sub-recipient funds.

D. PROGRAM OBJECTIVES

The Recipient Federal Agency, with the assistance of the Corporation Program Officer, will refine the annual objectives and submit to the Corporation by October 31, 1994. Success at achieving objectives will be an integral part of a year- end assessment.

E. HEALTH CARE COVERAGE

If the Recipient Federal Agency or its subgrantees is providing health care coverage through an existing policy at the time of application, the recipient shall submit a copy of this policy and a summary of its coverage and costs shall be submitted to the appropriate Corporation Grants Officer. If health care coverage is provided through the National Association of Service Conservation Corps (NASCC), the Corporation need only be notified of this coverage.

IX. SEVERABILITY

If any terms or conditions contained herein shall be deemed to conflict with any statutory or regulatory directive governing this program or activity, such term or condition shall be null and void, or, to the extent possible, construed or interpreted (and, if necessary, restated) in a manner consistent with the authorizing statute or regulations. Such portion or portions of this agreement as are deemed to conflict with authorizing law or regulations shall be considered severable and shall not invalidate this agreement.

**ATTACHMENT A
PROGRAMS AND FUNDING**

No.	Programs	Number of Members	Service Start Date	Project Director	Total Corporation Funding	Less Child Care Allotment	Available Program Funds
	ANTI-HUNGER						
1	Vermont	40	9/12/94	A. Patt*	800,000	0	800,000.00
2	District of Columbia	15	9/12/94	K. Canty*	195,970	0	195,970.00
3	Milwaukee	38	9/12/94	M. Goldstien*	614,172	15,000	629,172.00
4	Mississippi	15	9/12/94	A. Martin*	199,159	0	199,159.00
5	Los Angeles	40	9/12/94	E. Riley*	468,405	0	468,405.00
		148.00			2,277,706.00	15,000.00	2,292,706.00
	ENVIRONMENTAL						
6	Kansas	10	9/12/94	L. Miles	3,150	0	3,150.00
7	Oklahoma	20	9/12/94	L. Tull	6,300	0	6,300.00
8	Texas	20	9/12/94	M. Freeman	6,300	0	6,300.00
9	Atlanta	20	9/12/94	S. Mejia	6,300	0	6,300.00
10	Boston	20	9/12/94	R. Young	6,300	0	6,300.00
11	East St. Louis	20	9/12/94	R. Williams	6,300	0	6,300.00
12	New Jersey	30	9/12/94	C. Henning	9,450	0	9,450.00
13	D.C./Beltsville ARS 5, SCS 20	25	9/12/94	H. Woods	7,875	0	7,875.00
14	Chicago	20	9/12/94	C. Pritchard	6,300	0	6,300.00
15	Portland/Washington 9 part time	29	9/12/94	E. Washington	9,135	0	9,135.00
16	San Bernardino	77	9/12/94	R. Scurry	24,255	0	24,255.00
17	Six Rivers, N. CA	20	9/12/94	M. McManus	6,300	0	6,300.00
18	Olympic, NF	32	9/12/94	D. Johnson	10,080	0	10,080.00
19	Rouge River, OR	35	9/12/94	T. Dew	11,025	0	11,025.00
20	Arizona	45	9/12/94	R. Salazar	14,175	0	14,175.00
21	Mississippi	20	9/12/94	D. Simpson	6,300	0	6,300.00
22	Green Mountain, VT	20	9/12/94	G. Wright	6,300	0	6,300.00
23	White Mountain, NH	32	9/12/94	C. Gibhardt	10,080	0	10,080.00

No.	Programs	Number of Members	Service Start Date	Project Director	Total Corporation Funding	Less Child Care Allotment	Available Program Funds
34	Flood States						
	Missouri	0	9/12/94	R. Braun	0	0	0.00
	Iowa	0	9/12/94	J. Ayen	0	0	0.00
	Illinois	18	9/12/94	G. Parker	5,670	0	5,670.00
	North Dakota	0	9/12/94	R. Bentaas	0	0	0.00
	South Dakota	19	9/12/94	J. Watkins	5,985	0	5,985.00
	Nebraska	17	9/12/94	C. Derickson	5,355	0	5,355.00
	Kansas	23	9/12/94	L. Miles	7,245	0	7,245.00
	Wisconsin	0	9/12/94	S. Paczwa	0	0	0.00
	Minnesota	8	9/12/94	M. Price	2,520	0	2,520.00
		580.00			182,700.00	0.00	182,700.00
	RURAL DEVELOPMENT						
24	New England						
	SCS Maine	20	9/12/94	R. Baird	6,300	0	6,300.00
	SCS Vermont	5	9/12/94	J. Titchner	1,575	0	1,575.00
	SCS New York	5	9/12/94	J. Whitney	1,575	0	1,575.00
25	Appalachia						
	FmHA Tennessee	12	9/12/94	T. Mayberry	3,780	0	3,780.00
	FS	21	9/12/94	A. Pigg	6,615	0	6,615.00
	RDA	12	9/12/94	T. Mayberry	3,780	0	3,780.00
	SCS TN 19, VA 6, WVA 5	30	9/12/94	D. York	9,450	0	9,450.00
26	South Carolina						
	FmHA	6	9/12/94	G. White	1,890	0	1,890.00
	FS	5	9/12/94	A. Pigg	1,575	0	1,575.00
	RDA	6	9/12/94	G. White	1,890	0	1,890.00
	SCS	20	9/12/94	W. Turner	6,300	0	6,300.00

No.	Programs	Number of Members	Service Start Date	Project Director	Total Corporation Funding	Less Child Care Allotment	Available Program Funds
27	Mississippi Delta						
	FmHA	15	9/12/94	S. Tucker	4,725	0	4,725.00
	FS	20	9/12/94	A. Pigg	6,300	0	6,300.00
	RDA	15	9/12/94	M. Taylor	4,725	0	4,725.00
	SCS AR 10, MS 10, LA 7	27	9/12/94	V. Simpson	8,505	0	8,505.00
28	Great Lakes						
	SCS Ohio	6	9/12/94	W. Marsch	1,890	0	1,890.00
	SCS Michigan	14	9/12/94	C. Jett	4,410	0	4,410.00
							0.00
29	Minnesota						0.00
	SCS	10	9/12/94	M. Price	3,150	0	3,150.00
	FS	11	9/12/94	L. McCreery	3,465	0	3,465.00
							0.00
30	Texas - Colonias	30	9/12/94	R. Radle	9,450	0	9,450.00
31	Four Corners						
	FmHA	9	9/12/94	H. Fierro	2,835	0	2,835.00
	FS	12	9/12/94	B. Dettman	3,780	0	3,780.00
	RDA	9	9/12/94	C. Dierks	2,835	0	2,835.00
	SCS	20	9/12/94	B. Ambrose	6,300	0	6,300.00
32	Pacific Rim						
	FmHA	9	9/12/94	B. Fischer	2,835	0	2,835.00
	FS	5	9/12/94	D. Lombardi	1,575	0	1,575.00
	RDA	9	9/12/94	M. McBride	2,835	0	2,835.00
	SCS	10	9/12/94	R. Collette	3,150	0	3,150.00

No.	Programs	Number of Members	Service Start Date	Project Director	Total Corporation Funding	Less Child Care Allotment	Available Program Funds
33	FLOOD STATES						
	Missouri	12	9/12/94	R. Braun	3,780	0	3,780.00
	Iowa	26	9/12/94	J. Ayen	8,190	0	8,190.00
	Illinois	7	9/12/94	G. Parker	2,205	0	2,205.00
	North Dakota	5	9/12/94	R. Bentaas	1,575	0	1,575.00
	South Dakota	2	9/12/94	J. Watkins	630	0	630.00
	Nebraska	3	9/12/94	C. Derickson	945	0	945.00
	Kansas	15	9/12/94	L. Miles	4,725	0	4,725.00
	Wisconsin	8	9/12/94	S. Paczwa	2,520	0	2,520.00
	Minnesota	2	9/12/94	M. Price	630	0	630.00
34	(SEE ENVIRONMENTAL)						
35	California Grass lands	30	9/12/94	T. Cattron	9,450	0	9,450.00
	RURAL DEVELOPMENT TOTAL:	483.00			152,145.00	0.00	152,145.00
	GRAND TOTAL:	1,211.00			2,612,551.00	15,000.00	2,627,551.00
					2,627,551		2,612,551
	* The individuals marked with an * are not government employees.						

AMERICORPS - NATIONAL DIRECT APPLICATION

Please attach the Budget Narrative to this page. Instructions for this form are on page 27.

Applicant Name: AmeriCorps/Team USDA

Program Name: FY 95 - Consolidated Budget Sheet

Aggregate

Program (if applicable)

	Corporation Share (CNCS) Funds requested from the Corporation	Grantee Share Other Federal / State / Local / Private Funds	Total Total Program Funding
A. PARTICIPANT SUPPORT COSTS			
Training and Education	\$335,136	\$1,105,791	\$1,440,927
Uniforms	27,244	169,248	196,492
(PLEASE SPECIFY IN BUDGET NARRATIVE) Other	12,500	135,532	148,032
Subtotal	\$374,880	\$1,410,571	\$1,785,451
B. STAFF			
Salaries	\$435,333	\$4,301,897	\$4,737,230
Benefits	70,203	559,789	629,992
Training	4,440	282,307	286,747
(PLEASE SPECIFY IN BUDGET NARRATIVE) Other	0	55,500	55,500
Subtotal	\$509,976	\$5,199,493	\$5,709,469
C. OPERATIONAL			
Travel	\$34,730	\$633,562	\$668,292
Transportation	267,762	983,179	1,250,941
Supplies	29,268	758,623	787,891
Equipment	53,130	483,762	536,892
(PLEASE SPECIFY IN BUDGET NARRATIVE) Other	126,082	869,718	995,800
Subtotal	\$510,972	\$3,728,844	\$4,239,816
D. INTERNAL EVALUATION MONITORING	\$14,960	\$226,094	\$241,054
E. ADMINISTRATION	\$89,447	\$597,483	\$686,930
	(may not exceed 5% of corporation funding A - F)		
(in dollar amounts) Total A - E	\$1,500,235	\$11,162,485	\$12,662,720
Percentages	12 %	+ 88 %	= 100 %
(Corporation maximum 75% + Grantee minimum 25% = 100%)			

AMERICORPS - NATIONAL DIRECT APPLICATION

	Number of Participants	Corporation Share (Maximum 85%)	Grantee Share (Minimum 15%)	Total (100%)
F. OTHER PARTICIPANT SUPPORT COSTS				
Living Allowance	1,211	\$882,670	\$10,896,818	\$11,779,488
FICA	1,211	68,395	843,983	912,378
Worker's Compensation	1,211	39,633	629,977	669,610
Health Care	904	119,440	933,543	1,052,983
Alternative Health Care		2,178	29,777	31,955
(\$1,200 per eligible participant)				

Total F + =

Total A - F

	Estimated # of Children	Estimated # of Eligible Participants	Corporation Share (Maximum 100%)	Grantee Share	Total (100%)
G. CHILD CARE					
	133	128	\$15,000	\$464,800	\$479,800

Total A - G

	Number of Participants	Amount per Participant	Total
H. EDUCATION AWARDS			
Full - Time Participants	1202	\$4,725	\$5,679,450
Part - Time Participants	9	\$2,363	\$21,267

Total H x =

* If grantee is utilizing current policy meeting minimum benefits for eligible participants.

** If grantee is utilizing alternative health care policy to be made available.

**AMERICORPS * USA - DIRECT
GRANT PROVISIONS
U.S. Department of Agriculture**

A. DEFINITIONS

1. Definitions

B. AMERICORPS * USA PROGRAM PROVISIONS

2. Purposes of Grant
3. AmeriCorps Identity
4. Local and State Consultation
5. Prohibited Program Activities
6. Participant Eligibility, Recruitment, and Selection
7. Participant Training, Supervision, and Support
8. Terms of Service
9. Release from Participation
10. Living Allowances and In-Service Benefits
11. Post-service Education Benefits
12. Participant Records and Confidentiality
13. Budget and Programmatic Changes

C. GENERAL PROVISIONS

14. Terms of Acceptance
15. Legislative and Regulatory Authority
16. Responsibility for Administering the Grant
17. Project Income
18. Matching Contributions
19. Payments under the Grant
20. Retention of Records
21. Reporting Requirements
22. Site Visits
23. Liability and Safety Issues
24. Drug Free Work Place
25. Nondiscrimination
26. Supplementation, Non duplication, and Non displacement
27. Grievance Procedure
28. Ownership and Sharing of Grant Products
29. Publications
30. Evaluation
31. Renewal of Grant
32. Suspension or Termination of Grant
33. Resolution of Conflicting Conditions

A. DEFINITIONS

1. Definitions. For purposes of this grant award, the following definitions apply:

a. **Act** means the National and Community Service Act of 1990, as amended (42 U.S.C. §12501 *et seq.*)

b. **Administrative costs** are expenses associated with the overall administration of a program. Administrative costs relate to the support of the program's general operations and not to expenses identified with a particular program or project. Certain costs, such as costs of staff who perform both administrative and program functions, may be prorated between administrative costs and costs directly related to the program if included in the budget and approved by the Corporation for National and Community Service. Administrative costs include: (1) indirect costs (e.g., costs identified with the

program's overall operation as described in applicable provisions of OMB circulars that relate to indirect costs); (2) costs for financial, accounting, auditing, contracting, or legal functions; (3) internal evaluation costs, including overall organizational management improvement costs, except for independent evaluations and internal evaluations of the program or project that are specifically related to creative methods of quality improvement; (4) costs for insurance that protects the entity that operates the program; and (5) that portion of the salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program or project. Administrative costs do not include allowable costs directly related to program or project operations, such as: (1) costs for participants, including living allowances, insurance payments made on behalf of participants, training, and travel; (2) costs for staff who recruit, train, place, or supervise participants, including staff salaries, benefits, training, and travel, if the purpose is for a specific program or project objective; (3) costs for independent evaluations and any internal evaluations of the program or project that are specifically related to creative methods of quality improvement.

b. AmeriCorps*USA or AmeriCorps® means for purposes of these grant provisions the national service programs funded under 42 U.S.C. §§12571-12595 (Division C programs).

c. AmeriCorps National Service Network means the AmeriCorps, the Volunteer in Service to America (VISTA), and National Civilian Community Corps (NCCC) programs, taken together as programs dedicated to national service. VISTA is authorized under the Domestic Volunteer Service Act (42 U.S.C. §4951 *et seq.*). NCCC is authorized under the National and Community Service Act (42 U.S.C. §12611 *et seq.*).

d. Cognizant agency means the Federal agency coordinating audit and other fiscal requirements with respect to those organizations having grants from multiple federal agencies.

e. Corporation means the Corporation for National and Community Service established under section 191 of the Act (42 U.S.C. § 12651).

f. Grantee means the recipient of Federal funds granted by the Corporation through this grant award. The Grantee is legally accountable to the Corporation for the use of the grant funds and is bound by the terms and conditions of the grant award.

g. OMB means the U.S. Office of Management and Budget, the Federal agency with authority to issue uniform administrative and audit requirements for the administration of federal grants.

h. National Service Trust means the account established in the U.S. Department of the Treasury under section 145 of the Act (42 U.S.C. §12601) for the purpose of holding and making payments of education benefits to AmeriCorps Members.

i. Participant means an individual who: (i) is a citizen or national or lawful permanent resident alien of the United States; (ii) is at least 17 years of age at the commencement of service (unless the participant is (a) in a full-time, year-round youth corps program or full-time summer program, in which case he or she must be between the ages of 16 and 25, inclusive, or (b) in a program for economically disadvantaged youth, in which case he or she must be between the ages of 16 and 24, inclusive); (iii) has a high school diploma or an equivalency certificate, or who agrees to obtain a high school diploma or its equivalent before using an education award and has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps*USA participant (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible

for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. §1091), or who has been determined through an independent assessment to be incapable of obtaining a high school diploma or its equivalent (provided that the Corporation has waived the educational attainment requirement for the individual), and (iv) is enrolled in a program for a term of service. (A **Member** is a participant who is in an approved national service position and eligible to receive either an education benefit from the National Service Trust or another Corporation-approved post-service benefit upon completion of a term of service.)

j. **Program** means an *AmeriCorps*USA* national service program described in section 122(a) of the Act (42 U.S.C. §12572(a)), carried out by the Grantee through funds granted by the Corporation and carried out in accordance with federal requirements and the provisions of this grant.

k. **Project** means an activity or set of activities, carried out through a program that results in a specific identifiable community service or improvement that otherwise would not be made with existing funds, and that does not duplicate the routine services or functions of the employer to whom the participants are assigned.

l. **Project sponsor** means an organization, or other entity, that has been selected to provide a placement for a participant.

m. **Service recipient** means a community beneficiary who receives a service or benefit from the program.

n. **State Commission** means, for purposes of these grant provisions, the Commission on National and Community Service established by a State pursuant to the Act (42 U.S.C. § 12638), including an authorized alternative administrative entity or transitional entity, to administer the State's national service plan and national service grant program and to perform such other duties prescribed by law.

o. **Grant** means an award of financial assistance, including cooperative agreements, in the form of money or property in lieu of money by the Federal Government to an eligible grantee.

B. AMERICORPS * USA PROGRAM PROVISIONS

2. PURPOSES OF GRANT.

The general purposes of this grant are "getting things done" in communities, strengthening the ties that bind communities together, and developing the citizenship and skills of participants, with an emphasis on getting things done. Activities funded through this grant are intended to help engage Americans of all backgrounds as participants in community-based service that provides a direct and demonstrable benefit that is valued by the community. Service activities must result in a specific identifiable service or improvement that otherwise would not be provided with existing funds or volunteers and that does not duplicate the routine functions of workers or displace paid employees.

3. AMERICORPS NATIONAL IDENTITY.

a. **Identification as AmeriCorps program.** The Grantee must identify the program as an AmeriCorps program and participants eligible for a Corporation-approved post-service benefit as AmeriCorps "**Members**".

b. AmeriCorps name and logo. The Grantee must use the AmeriCorps name and logo on uniforms, stationery, publications, recruitment brochures, orientation literature, curricula, signs, banners, and press releases in accordance with Corporation guidelines and requirements and a camera-ready logo provided by the Corporation. To establish the relationship between the program and AmeriCorps, the Grantee must use the phrase "**The AmeriCorps National Service Network**" or "**an AmeriCorps® program**" and may use the slogan "**Getting Things Done**"™ on such materials in accordance with Corporation guidelines and requirements. The Grantee may not alter the AmeriCorps logo, and must obtain the written permission of the Corporation before using the logo as a part of any other logo or design, using the AmeriCorps name or logo on materials that will be sold, using the AmeriCorps logo or name on clothing intended to be worn by individuals who are not participants or former participants, or permitting donors to use the AmeriCorps name or logo in promotional materials.

c. AmeriCorps uniforms. The Corporation will provide all participants with an initial basic uniform, consisting of a t-shirt, sweatshirt, hat, and pin. The Grantee must direct participants to wear the uniform at officially-designated AmeriCorps events and may allow participants to wear the uniform at other times consistent with Corporation guidelines.

d. Participation in AmeriCorps events. The Grantee agrees, within reasonable limits, to participate in, and may be asked to assist in, AmeriCorps events and activities sponsored by the Corporation, such as the national launch of AmeriCorps, conferences, and national service days in accordance with Corporation guidelines.

4. LOCAL AND STATE CONSULTATION.

a. Community consultation. The Grantee must design, implement, and evaluate the funded project with extensive and broad-based community involvement, including consultation with representatives from the community served, participants and potential participants, community-based agencies with a demonstrated record in providing services, foundations, and businesses.

b. Labor union concurrence. Prior to the placement of participants, the Grantee must consult with any local labor organization representing employees of project sponsors or representing employees in the area to be served by the program who are engaged in the same or similar work as that proposed to be carried out by the program to ensure compliance with the non displacement requirements contained in these grant provisions. In the case of a Grantee that proposes to serve also as the program sponsor, the Grantee must obtain the written concurrence of any local labor organization representing employees of the project sponsor who are engaged in the same or substantially similar work as that proposed to be carried out.

c. State Commission consultation. In coordination with the Corporation, the Grantee must consult on a regular basis with the State Commission in each State that the program operates in order to build upon existing programs throughout the State and to not duplicate the efforts of other AmeriCorps programs.

5. PROHIBITED PROGRAM ACTIVITIES. Participants may not engage in the following activities in the course of their project assignment, at the request of program staff, or in any manner that would associate the activities with the AmeriCorps program or the Corporation:

a. Any effort to influence legislation, as prohibited under section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. §501(c));

- b. Organizing 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. 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;
- g. Providing a direct benefit to a business organized for profit; a labor union; a partisan political organization; a nonprofit organization that fails to comply with the restrictions contained in section 501(c) of the Internal Revenue Code of 1986; or an organization engaged in the religious activities described in the preceding sub clause, unless subgrant funds are not used to support the religious activities.
- h. Such other activities as the Corporation agree shall be prohibited, upon notice to the Grantee.

6. ELIGIBILITY, RECRUITMENT, AND SELECTION.

- a. **Eligibility to enroll.** The Grantee may select as participants only those individuals who are eligible to enroll in AmeriCorps. In order to be eligible, an individual must:
 - i. be a U.S. citizen or national or a lawful permanent resident alien;
 - ii. be at least 17 years of age at the commencement of service (unless the individual is in a full-time, year-round or summer youth corps, in which case he or she must be between the ages of 16 and 25, inclusive, or is in a program for economically disadvantaged youth, in which case he or she must be between the ages of 16 and 24, inclusive); and
 - iii. have a high school diploma or an equivalency certificate, or agree to obtain a high school diploma or its equivalent prior to using the education award. An individual who dropped out of elementary or secondary school in order to enroll as an AmeriCorps participant may not be enrolled in the program (unless the individual is enrolled in an institution of higher education on an ability to benefit basis and considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. §1091). The Grantee may seek a waiver from the Corporation to enroll individuals whom the grantee determines based upon an independent assessment to be incapable of obtaining a high school diploma or its equivalent.
- b. **Recruitment.**
 - i. **Community recruitment.** The Grantee must actively seek to recruit program participants from the community in which the project is conducted, as well as participants of diverse races and ethnicities, socioeconomic backgrounds,

education levels, both men and women, and individuals with disabilities, unless and to the extent that the approved program design requires emphasizing the recruitment of staff and participants who share a specific characteristic or background. However, in no case may a Grantee violate the nondiscrimination and nondisplacement rules governing participant selection.

ii. National and state recruitment. To supplement local recruitment efforts, the Grantee is strongly encouraged to request referrals of eligible individuals who want to participate in a program through the Corporation's national recruitment database and the various State Commissions' recruitment systems. The Corporation's overall goal is to have 25% of AmeriCorps participants nationwide recruited from the national pool. The Grantee may be asked to consider qualified individuals on the referral list, but will not be required to select anyone. Prospective AmeriCorps participants may access the national recruitment database through the Corporation's toll-free number, 1-800-94-ACORP/1-800-942-2677 (voice), or 1-800-833-3722 (TDD).

c. Selection. The Grantee is responsible for establishing minimum qualifications that participants must meet in order to be selected for the program, selecting participants that meet those qualifications, and assigning participants to a project that is appropriate to their skill level. The Grantee must select participants in a fair, non-partisan, non-political, and nondiscriminatory manner, without regard to the participant's need for reasonable accommodation or child care, without displacing paid employees, and in accordance with its approved application. The Grantee is encouraged to select participants who possess leadership potential and a commitment to the goals of AmeriCorps.

d. Reasonable accommodation. The Grantee must provide reasonable accommodation to the known mental or physical disabilities of participants and all selections and project assignments must be made without regard to the need to provide reasonable accommodation. The Corporation has funds available under (42 U.S.C. § 12581) to enable individuals with disabilities to participate. Selection and assignment decisions must be made on whether the qualified applicant can perform the essential duties of the position, with or without reasonable accommodation. However, the Grantee is not required to accommodate a participant if that participant poses a direct threat to the health or safety of others that cannot be eliminated by reasonable accommodation. Accommodations which impose an undue financial or administrative burden on the operation of the program or fundamentally alter the nature of the program are not considered reasonable accommodations. If the Grantee determines that an accommodation would impose an undue burden, the Grantee must document its determination and promptly notify the Corporation. The factors to be considered in determining whether an accommodation would impose an undue burden include:

- i. the overall size of the program, with respect to the number of staff and participants, number and type of facilities, and size of budget;
- ii. the nature of the project, including its structure, staffing composition, and activities; and
- iii. the nature and cost of the needed accommodation.

e. Level of participation. The Grantee must enroll the minimum number of full-time and part-time participants agreed upon in its approved application. After the first six weeks of the participant start date, the Grantee may not replace participants who have left the program due to attrition. In exceptional circumstances, the Corporation may

grant a waiver if achievement of program goals may be jeopardized by participant attrition.

f. Participants not Grantee's employees. Participants are not considered employees of the program in which they are enrolled, notwithstanding the Grantee's potential liability, with respect to participants, for any taxes imposed under State unemployment insurance and worker's compensation laws. For the limited purposes of the Family and Medical Leave Act of 1993, the participant may be considered an eligible employee of the project sponsor. The Family and Medical Leave Act's requirements as they apply to AmeriCorps programs are contained in 45 C.F.R. §2540.220(b).

g. Parental consent. Written parental or legal guardian consent to enroll is required for individuals under eighteen years of age.

7. TRAINING, SUPERVISION, AND SUPPORT.

a. Planning for the term of service. The Grantee must develop participant position descriptions that provide for direct and meaningful service activities and performance criteria that are appropriate to the skill level of participants. Participant activities may not include clerical work or research unless such activities are incidental to the participant's direct service activities. The Grantee must ensure that each participant has sufficient opportunity to complete the required number of hours to qualify for a post-service education benefit. In planning for the participant's term of service, the Grantee must account for holidays and other time off, and must provide each participant with sufficient opportunity to make up missed hours.

b. Participant contracts. The Grantee must require that participants sign contracts that stipulate terms of service, the specific number of service hours a participant must perform to be eligible for the education award, acceptable conduct, prohibited activities, requirements under the Drug Free Workplace Act (41 U.S.C. §701 *et seq.*), suspension and termination rules, the specific circumstances under which a participant may be released for cause, grievance procedures, and other assurances as required by the Corporation.

c. Training. The Grantee must provide participants, *consistent with the approved budget*, with the training, skills, knowledge and supervision necessary to perform the tasks required in their assigned project positions, including, if appropriate, specific training in a particular field and background information on the community served. The Grantee must conduct an orientation for participants and comply with any pre-service orientation or training required by the Corporation. This orientation should be designed to enhance participant security and sensitivity to the community. Orientation must cover participant rights and responsibilities, including the program's code of conduct, prohibited activities, requirements under the Drug Free Workplace Act (41 U.S.C. §701 *et seq.*), suspension and termination from service, grievance procedures, and sexual harassment and other nondiscrimination issues.

d. Service-learning. The Grantee agrees to use service experiences to help participants achieve the skills and education needed for productive, active citizenship, including the provision, if appropriate, of structured opportunities for participants to reflect on their service experiences.

e. Limit on education and training activities. No more than 20% of a participant's required service hours may be spent in education, training, or similar activities without specific written permission from the Corporation.

f. Supervision. The Grantee must provide participants with adequate supervision by qualified supervisors in accordance with the approved application. The Grantee must establish and enforce a code of conduct for participants.

g. Performance reviews. The Grantee must conduct at least a mid-term and end-of-term evaluation of each participant's performance, focusing on such factors as (1) whether the participant has completed the required number of hours; (2) whether the participant has satisfactorily completed assignments; and (3) whether the participant has met other performance criteria that were clearly communicated at the beginning of the term of service.

h. Support services. The Grantee must provide specific support services to:

i. participants who are school dropouts in order to assist them in earning the equivalent of a high school diploma; and

ii. participants completing a term of service and making the transition to other educational and career opportunities.

i. Registration to vote. The Grantee must encourage, in a non-partisan manner, that each participant who is eligible to vote, does in fact register to vote.

j. Participant injury. The Grantee must immediately report any serious participant injuries to the Corporation.

8. TERM OF SERVICE.

a. Full-time participants. Participants must serve at least 1700 hours during a period of not less than nine months and not more than one year.

b. Part-time participants. Part-time participants must serve at least 900 hours during a period of not more than two years. If the participant is enrolled in an institution of higher education, the participant must serve at least 900 hours during a period of not more than three years.

c. Summer participation. Participants serving in a full-time summer program that does not include a year round component will be considered part-time participants.

d. Start of term. Unless otherwise agreed upon, the Grantee must begin participant terms of service in September, January, or June in accordance with the approved application.

e. Second term. The Grantee is under no obligation to enroll a participant for a second or subsequent term of service. To be eligible to serve a second or subsequent term, an individual must receive satisfactory performance reviews for prior terms of service. An individual may only receive in-service and post-service benefits from Corporation funds for the first two successfully completed terms of service, regardless of whether those terms were served on a full-, part-, or reduced part-time basis.

f. Notice to Corporation and National Service Trust . The Grantee must notify the Corporation and National Service Trust immediately upon enrolling a participant for a term of service. Forms will be provided and mailed directly to grantees

9. RELEASE FROM PARTICIPATION.

The Grantee may release participants for two reasons: (1) for compelling personal circumstances; and (2) for cause in accordance with 45 C.F.R. § 2522.230.

a. Compelling circumstances. The Grantee is responsible for determining whether a participant's personal circumstances are sufficiently compelling to justify release on this basis. If the Grantee releases a participant for compelling personal circumstances, the Grantee may elect either to authorize a pro-rated education award or to temporarily suspend service for up to two years. In order to be eligible for a pro-rated education award, a participant must have served a minimum of 15% of his or her term of service. If the Grantee releases a participant on the grounds that an accommodation of a disability would impose an undue burden, the Grantee must document its determination and notify the Corporation. Such circumstances are to be considered "compelling" for purposes of this subclause.

b. For cause. The Grantee may release a participant for cause according to the conditions of the Corporation and the participant's contract. The Grantee must release a participant for cause if the participant is convicted of a felony during a term of service. If the participant is charged with a violent felony or the sale or distribution of a controlled substance, or convicted of the possession of a controlled substance, the Grantee must suspend the participant without a living allowance and without receiving credit for hours missed. Any participant that drops out of a program without obtaining a release for compelling personal circumstances is considered to have been released for cause. A participant released for cause may not receive any portion of an education award. A participant wrongly released or suspended for cause will receive credit for any service missed and reimbursement for missed living allowances as specified in 45 CFR § 2522.230.

c. Resumption of service. Any participant whose service was suspended because of being charged with a violent felony or sale or distribution of a controlled substance may resume service if he or she is found not guilty or if such charge is dismissed. Any participant whose service was suspended because of being convicted of a first offense of possession of a controlled substance may resume service by demonstrating that he or she has enrolled in an approved drug rehabilitation program. A participant convicted of a second or third offense of possession of a controlled substance may resume services by demonstrating successful completion of a rehabilitation program. In addition, any individual released for cause who wishes to reapply to the program from which he or she was released or to any other AmeriCorps program is required to disclose the release to that program. Failure to disclose to an AmeriCorps program any history of having been released for cause from another AmeriCorps program will render an individual ineligible to receive the AmeriCorps educational award, whether or not that individual successfully completes the term of service.

d. Notice to Corporation and National Service Trust. The Grantee must notify the Corporation and National Service Trust immediately whenever it suspends or terminates a participant, whether for compelling circumstances or for cause.

10. LIVING ALLOWANCES AND OTHER IN-SERVICE BENEFITS. The Grantee must ensure that participants receive the following benefits:

a. Living allowances. Unless otherwise agreed upon, a Grantee must provide a living allowance to full-time participants in accordance with the approved grant application and in an amount specified by the Corporation. If a Grantee's approved application

provides for a living allowance for part-time participants, the Grantee must provide the living allowance in accordance with the approved grant application.

i. FICA. Unless exempt, the Grantee must make its share of FICA payments on participant living allowances.

ii. Income taxes. The Grantee must withhold personal income taxes from participant living allowances, requiring each participant 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.

iii. Unemployment insurance. Unless State law requires otherwise, the Grantee is not required to pay unemployment insurance taxes for participants, because they are not considered employees under the Act (42 U.S.C. § 12511(17)(B)). The Grantee is responsible for determining whether state law requires otherwise and for complying with State law.

iv. Workers' compensation. The Grantee is responsible for determining whether state law requires it to pay workers' compensation taxes for participants. If the Grantee determines that it is not required to pay workers' compensation taxes for participants, the Grantee must provide Accidental Death and Dismemberment (ADD) and extended health insurance to cover occupational injuries. The Corporation will arrange for an ADD and extended health policy for participant coverage that the Grantee may choose to purchase.

b. Health care coverage. The Grantee must provide minimum health care benefits (as defined in the AmeriCorps solicitation notice) to those full-time participants not otherwise covered by a health care policy providing minimum benefits at the time of enrollment. In addition, the Grantee must provide health care benefits to participants demonstrating loss of coverage during the term of service (i) as a result of participation or (ii) through no deliberate act of his or her own. The Corporation will provide access to an alternative health care policy for participant coverage that the Grantee may choose to participate in. Information and brochures relative to this coverage will be provided by the Corporation. If the grantee is going to use an existing health care policy then a copy of the policy along with a summary of its coverage and costs should be sent to the Corporation's Grants Office. If the grantee has a National Association of Service Conservation Corps (NASCC) policy, they only need to notify the Grants Office.

c. Child care. The Grantee must ensure that child care is made available to those full-time participants who need such assistance in order to participate, in a manner specified by the Corporation.

i. Participant eligibility. A participant is considered to need child care in order to participate in the program if he or she is the parent or legal guardian of, or acting *in loco parentis* for, a child under age 13 who resides with the participant, has a family income that does not exceed 75% of the State's median income or such other lower levels or criteria as established by the state for a family of the same size, and, at the time of acceptance into the program, is not currently receiving child care from another source that will continue to be available to the participant.

ii. Qualified providers. To be eligible for payment with AmeriCorps funds, a child care provider must qualify under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. § 9858c(4)(A)).

iii. **Administration of child care payments.** Child care payments will be administered separately by the Corporation. Such funds are included in the grant award amount but will be withheld by the Corporation and paid separately through the National Association of Child Care Resource and Referral Agencies (NACCRRRA) unless otherwise provided in the grant award. Grantee's can contact NACCRRRA at 1-800 570-4543 with questions regarding child care.

11. POST-SERVICE EDUCATION BENEFITS. In order for an individual to receive a post-service education benefit (*or the Stafford Loan Forgiveness Award, for participants in those programs that elected to participate in the Stafford loan demonstration*) from the National Service Trust, the Grantee must certify to the National Service Trust that the participant is eligible to receive an education award. The Grantee must notify the National Service Trust on a form provided by the Corporation when it enrolls a Member for a term of service, when the Member completes the term, and whenever there is a change in the Member's status during the term (e.g., early release or suspension).

12. PARTICIPANT RECORDS AND CONFIDENTIALITY.

a. **Record-keeping.** The Grantee must maintain verifiable records which document each participant's eligibility based upon citizenship or legal permanent residency, birthdate, level of educational attainment, date of high school diploma or equivalent certificate (if attained), participation start date and end date, hours of service per week, location of service activities, and project assignment. The records must be sufficient to establish that the individual was eligible to participate in the program and completed 1700 hours of service if a full-time participant or 900 hours of service if a part-time participant.

b. **No high school diploma.** If the participant does not have a high school diploma or its equivalent at the time of enrollment, the Grantee must maintain a record of the participant's elementary or high school drop-out date, the participant's written agreement to obtain a high school diploma or its equivalent before using the education award, and, if applicable, verification of the participant's enrollment at an institution of higher education on an ability to benefit basis and eligibility for funds under § 484 of the Higher Education Act. If the participant has been determined to be incapable of obtaining a high school diploma or its equivalent, the Grantee must retain a copy of the supporting independent evaluation.

c. **Confidential participant information.** The Grantee must maintain the confidentiality of information regarding individual participants. The Grantee must obtain the prior written consent of all participants before using their names, photographs, and other identifying information for publicity, promotional, or other purposes. Parental or legal guardian consent must be obtained for participants under 18 years of age. The Grantee may include a standard informed consent form as a part of the participant contract materials signed at the time of enrollment. The Grantee may release aggregate and other non-identifying information and is required to release participant information to the Corporation and their designated contractors.

13. BUDGET AND PROGRAMMATIC CHANGES.

a. **Programmatic changes.** The Grantee must obtain the prior written approval of the Corporation before making the following changes in the approved program:

- i. Changes in the scope or specific goals and objectives of the program, whether or not they involve budget changes.

ii. Changes in (or extended absences of) the program director or any other key personnel designed by the Corporation.

iii. Changes in the level of participant supervision.

iv. Entering into subgrants or contracting out any program activities funded by the grant (unless identified in the approved application), other than the purchase of supplies, equipment, or general support services; and

v. Changes in the grant period.

b. Changes in the budget. The Grantee must obtain the prior written approval of the Corporation before deviating from the approved budget in any of the following ways:

i. Budget transfers to absorb administrative costs over the administrative limit specified in the approved budget.

ii. Reallocation of funds from any of the line items included in the "Other Participant Support Costs" (Category F) category of the approved budget. Excess funds in these line items may be withdrawn from the grant when it is determined by the Corporation that the funds are no longer needed. The specific line items covered by this subclause are:

(a) Living allowance,

(b) FICA and workers' compensation,

(c) Health care, and

(d) Alternative health care.

iii. Costs requiring prior approval under OMB Circulars A-21 or A-122.

iv. Purchases of equipment over \$500 using grant funds, unless specified in the approved budget.

c. Changes in the number of child care slots. The Grantee must notify the Corporation of any changes in the estimated number of child care slots identified by the Grantee in the "Child Care" category (Category G) of the approved budget.

C. GENERAL PROVISIONS

14. TERMS OF ACCEPTANCE.

The provisions of this grant award are binding on the Grantee. By accepting this award, the Grantee agrees to comply with the grant award and applicable Federal statutes, regulations, and guidelines. The Grantee agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application.

15. LEGISLATIVE AND REGULATORY AUTHORITY.

This grant is authorized by and subject to the National and Community Service Act of 1990 as amended, codified as 42 U.S.C. §12501 *et seq.*, and 45 CFR Part 2510 *et seq.* (59 Fed. Reg. 13772, published March 23, 1994).

16. RESPONSIBILITY FOR ADMINISTERING THE GRANT.

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

b. Notice to Corporation. The Grantee shall notify the Corporation 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 nonfeasance related to the grant or Grantee. The Grantee shall inform the Corporation about the corrective action taken or contemplated by the Grantee, and any assistance needed to resolve the situation.

17. PROJECT INCOME.

a. General. Program income earned during the program period shall be retained by the Grantee and added to the funds committed to the program.

b. Fees for service. When using assistance under this grant, the Grantee may not enter into a contract for or accept fees for service performed by participants when (i) the service benefits a for-profit business; (ii) the service falls within the other prohibited program activities set forth in clause 5 of these provisions; or (iii) the service violates the nondisplacement provisions of the Act, set forth in clause 29 of these provisions.

c. Sale of products produced by participants or service recipients. The grantee will either remit to the Corporation or retain income from the sale of artwork, photographs, films, written material, and other products produced by participants while performing service as a part of a service project. If retained by the grantee, income will be added to the funds committed to the program. The grantee may not sell products without AmeriCorps logo on them without prior approval from the Corporation.

18. MATCHING CONTRIBUTIONS.

a. Matching obligation. The Grantee must provide and account for the matching funds agreed upon in the approved application. The Grantee must account for its matching contributions.

b. Cash match for living allowance and health care benefits. The Grantee's matching contributions for the participants' living allowance and health care benefit costs must be in cash, unless otherwise authorized in the approved budget. The Grantee's living allowance match of 15% must be met with non-Federal funds, except that Indian tribal

organizations may use Federal funds granted under the Indian Self-Determination and Education Assistance Act (P.L. 93-638, codified as 25 U.S.C. § 450) to meet the matching share of the living allowance.

c. Cash or in-kind match for other costs. Contributions, including cash and third party in-kind, will be accepted as part of the Grantee's matching share for costs other than the living allowance and health care benefits when such contributions meet all of the following criteria:

- i. They are verifiable from the grantee's records;
- ii. They are not included as contributions for any other federally-assisted program;
- iii. They are necessary and reasonable for the proper and efficient accomplishment of program objectives; and
- iv. They are allowable under applicable government regulations.

d. Exception for volunteer community service. Because the purpose of this grant is to enable and stimulate volunteer community service, the Grantee may not include the value of direct community service performed by participants. However, the Grantee may include the value of volunteer services contributed to the Grantee or Subgrantees.

e. Administrative costs. Administrative costs which exceed the maximum administrative costs limit specified in the approved budget but otherwise would have been allocable to the grant may be included as part of cost sharing or matching.

f. Valuation. The value of Grantee contributions of services and property will be determined in accordance with applicable current market value.

19. PAYMENTS UNDER THE GRANT.

a. Advance payments. The Grantee may receive advance payments of grant funds on a quarterly basis.

b. Discontinuing advance payments. The Corporation may, after providing due notice to the Grantee, discontinue the advance payment method and allow payments in advance only by individual request and approval or by reimbursement when a grantee receiving payments demonstrates unwillingness or inability to manage advance funding properly.

20. RETENTION OF RECORDS.

The Grantee must retain and make available to the Corporation upon request all financial records, supporting documentation, statistical records, evaluation data, participant information, and personnel records for 3 years from the end of the fiscal year in which the grant expired.

21. REPORTING REQUIREMENTS.

The Grantee is responsible for submitting timely progress and financial reports during and at the conclusion of the grant period to the Corporation. In general these reports will contain a comparison of actual accomplishments with the goals and objectives

established for the period. Quantifiable data demonstrating results and evaluation data and information shall also be developed and delivered.

Financial reports must be submitted to the Corporation on form SF 269A.

The Grantee should submit quarterly and annual reports to the Office of National and Community Service Program's Grants Office. These reports should contain the following information by the following dates:

January 3rd - 1st Quarter

(The first report for the first year is due January 3rd regardless of the Grantee's start date.)

- Financial Status Report (form SF 269A)
- Number of participants (full-time and part-time)
- Hours of Service this quarter (direct service by full-time and part-time)
- Staff/structural changes
- Primary accomplishments and progress toward objectives
- Primary challenges/Problems encountered
- Important findings from internal evaluation
- Comparison of actual accomplishments with the goals and objectives established for the period

April 3 - 2nd Quarter

- All information required for the January 3rd reporting period
- Sources of matching funds

July 3 - 3rd Quarter

- All information required for the January 3rd reporting period

October 3 - Annual Report

- All information required for the January 3rd reporting period but as a summary for the year for the total accomplishments and service for the year

Final Report

- Replaces the Annual Report for the last period of the grant including any renewals
- A final report is due within 90 days of the expiration or termination of the grant award
- All information required for the quarterly reports but as a summary for the full period of the grant
- This report should contain a summary of the program's accomplishments and compare them to the original objectives and all evaluation data and information

Other reports. The Grantee is responsible for notifying the Corporation immediately of any significant problems either technical or fiscal.

22. SITE VISITS.

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

23. LIABILITY AND SAFETY ISSUES.

a. Liability coverage. The Grantee must have adequate liability coverage of its organization, employees, and participants, including coverage of participants engaged in on- and off-site project activities.

b. Participant safety. The Grantee must institute safeguards as necessary and appropriate to ensure the safety of participants. Participants may not participate in projects that pose an undue safety risk. Public safety programs and other programs posing a significant risk to participants must adhere to applicable provisions of the safety protocol issued by the Corporation.

24. DRUG FREE WORKPLACE.

a. Notice to employees and participants. In accordance with the Drug Free Workplace Act, 41 U.S.C. § 701 *et seq.*, implementing regulations, 34 C.F.R. Part 1229, and the Grantee's certification, the Grantee must publish a statement notifying employees and participants that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Grantee's workplace and program, that employees and participants are required to notify the Grantee of any criminal drug statute conviction, and that the employee's employment or participant's participation is conditioned upon compliance with the notice requirements, and specifying the actions that will be taken against employees for violations of such prohibitions.

b. Criminal drug convictions. The Grantee's employees and participants must notify the Grantee of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The Grantee must notify the Corporation within 10 days of receiving notice of such conviction. The Grantee must take appropriate personnel action against such employee or participant up to and including termination or release for cause, or require the employee or participant to satisfactorily participate in an approved drug abuse assistance or rehabilitation program.

c. Drug free awareness program. The Grantee must establish a drug-free awareness program to inform employees and participants about the dangers of drug abuse in the workplace, the Grantee's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance and participant support services, and the penalties that may be imposed for drug abuse violations.

d. Grantee noncompliance. The Grantee is subject to suspension, termination, or debarment proceedings for failure to comply with the Drug Free Workplace Act.

e. Nondiscrimination and confidentiality laws. In implementing the Drug Free Workplace Act, the Grantee must adhere to Federal laws and its grant assurances related to alcohol and substance abuse nondiscrimination and confidentiality.

25. NONDISCRIMINATION.

a. Discrimination prohibited. The Grantee may not unlawfully discriminate against any participant, program staff, or service recipient on the basis of race, color, national origin, sex, age, political affiliation, or disability. The Grantee may not unlawfully discriminate on the basis of religion against any participant, service recipient, or program staff who are paid with Corporation funds.

b. Reasonable accommodation. The Grantee must provide reasonable accommodation to qualified individuals with disabilities. Accommodation must be based on the participant, program staff, or service recipient's individualized needs.

c. Self-evaluation requirements. The Grantee must comply with the self-evaluation requirements in Section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities. The Grantee also must comply with the self-evaluation requirements of Title IX of the Education Amendments of 1972 concerning discrimination based on sex.

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

26. SUPPLEMENTATION, NONDUPLICATION, AND NONDISPLACEMENT.

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

b. Nonduplication. Grant funds may not be used to duplicate services that are already available in the locality of a program or project. The Grantee may not conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

c. Nondisplacement.

i. Prohibition on displacing employee or position. The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program or project.

ii. Prohibition on selecting employee for participation. The Grantee may not select a participant who is or was recently employed by the Grantee .

iii. Prohibition on promotional infringement. The Grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.

iv. Prohibition on displacing employee services, duties, or activities. A participant in a program or project may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

v. Prohibition on supplanting hiring or infringing on recall rights. A participant in a program or project may not perform any services or duties, or engage in activities, that:

(a) Will supplant the hiring of employed workers; or

(b) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

vi. Other prohibitions. A participant in a program or project may not perform services or duties that have been performed by or were assigned to any:

(a) Presently employed worker;

(b) Employee who recently resigned or was discharged;

(c) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

(d) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or

(e) Employee who is on strike or is being locked out.

27. GRIEVANCE PROCEDURE .

a. Setting up a grievance procedure. In accordance with 42 U.S.C. §12636 and implementing regulations at 45 C.F.R. §2540.230, the Grantee must establish and implement a process for filing and adjudicating grievances from participants, labor organizations, and other interested parties concerning program or project operations. A grievance process may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation.

b. Alternative dispute resolution.

i. Informal resolution. The aggrieved party may seek resolution of a grievance through alternative means of dispute resolution such as mediation or facilitation. Dispute resolution proceedings must be initiated within 45 calendar days of the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of the right to file a grievance

and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

ii. Neutral facilitation. If a mediation, facilitation, or other dispute resolution process is instituted, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon dispute resolution agreement, the proceeding must be confidential. Any decision by the neutral party is advisory and is not binding unless both parties agree. If the grievance is not resolved within 30 calendar days of initiation, the neutral party must again inform the aggrieved party of his or her right to file a formal grievance.

c. Formal grievance proceeding.

i. Time limits. Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such filed grievance must be made no later than 60 days after filing.

ii. Effect of informal process. In the event an aggrieved party files a grievance after participating in an informal dispute resolution process, the neutral party may not participate in the formal grievance proceeding. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at a grievance or arbitration proceeding.

d. Arbitration.

i. Selection of arbitrator. If there is an adverse decision against the party who filed the grievance, or no decision has been reached after 60 calendar days after the filing of a grievance, the aggrieved party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties. If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the parties, the Corporation will appoint an arbitrator from a list of qualified arbitrators.

ii. Time limits. An arbitration proceeding must be held no later than 45 days after the request for arbitration, or if the arbitrator is appointed by the Corporation, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.

iii. Cost. *In accordance with 42 U.S.C. §12636(f)(4)(D)*, the cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the *Grantee* must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

iv. Effect of noncompliance with arbitration. *Pursuant to 42 U.S.C. §12636(f)(7), a suit to enforce an arbitration award may be brought in any Federal district court*

having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

e. Suspension of placement. If a grievance is filed regarding a proposed placement of a participant in a program or project, such placement must not be made unless the placement is consistent with the resolution of the grievance.

f. Remedies. Remedies for a grievance filed under a procedure established by the Grantee may include:

i. Prohibition of a placement of a participant; and

ii. In grievance cases where there is a violation of nonduplication or nondisplacement requirements and the employer of the displaced employee is the Grantee:

(a) Reinstatement of the employee to the position he or she held prior to the displacement;

(b) Payment of lost wages and benefits;

(c) Re-establishment of other relevant terms, conditions and privileges of employment; and

(d) Any other equitable relief that is necessary to correct any violation of the nonduplication or nondisplacement requirements or to make the displaced employee whole.

28. OWNERSHIP AND SHARING OF GRANT PRODUCTS.

a. Ownership. *Unless otherwise specified,* the Grantee or Subgrantees own and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes, and other products produced under the grant. However, the Grantee or Subgrantees may not sell any work which includes an AmeriCorps logo without prior Corporation approval.

b. Corporation use. The Corporation retain royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish, or disseminate products, including data, produced under the grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.

c. Sharing grant products. To the extent practical, the Grantee agrees to make products produced under the subgrant available at the cost of reproduction to others in the field. The Grantee may charge a nominal fee to cover the cost of reproduction and dissemination.

29. PUBLICATIONS.

a. Acknowledgment of support. The Grantee is responsible for assuring that the following acknowledgment of federal support will appear in any report or publication of any material based upon work supported by this grant.

"This material is based upon work supported by the Corporation for National and Community Service under AmeriCorps Grant No. ____"

b. Disclaimer. Publications created by participants may include an AmeriCorps logo if they are consistent with the purposes of the grant, but must include the following disclaimer:

Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of the Corporation for National Service or the AmeriCorps program.

c. Materials provided to Corporation. The Grantee is responsible for assuring that 2 copies of any such material are sent promptly to the Corporation.

30. EVALUATION.

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

b. Independent evaluations. The Grantee may obtain an independent evaluation if provided for in the approved budget.

c. Department evaluations. The Grantee must cooperate with the Corporation and their evaluators in all monitoring and evaluation efforts. As part of this effort, the Grantee must collect and submit certain participant data, including the total number of participants in the program, and the number of participants by race, ethnicity, sex, age, economic background, education level, disability classification, and geographic region. The Corporation will provide forms for collecting participant data.

31. RENEWAL OF GRANT.

Unless otherwise specified, the grant award is made for the performance period specified in the grant. Renewed funding is contingent upon further review of performance, plans for continuation, and availability of funds, and is subject to the imposition of additional conditions by the Corporation. The Corporation will provide guidance on the renewal process in the coming fiscal year.

32. SUSPENSION OR TERMINATION OF GRANT.

a. Suspension of the grant . In emergency situations, the Corporation may suspend a grant for not more than 30 calendar days. Examples of such situations may include, but are not limited to:

i. Serious risk to persons or property;

ii. Violations of Federal, State or local criminal statutes; and

iii. Material violation(s) of the grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.

b. Termination of the grant. Pursuant to 45 C.F.R. §2540.400, the Corporation may terminate, revoke, or recover grant funds for failure to comply with applicable terms and

conditions of this grant .However, the Corporation will provide the Grantee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:

i. **Notice.** The Corporation will notify the Grantee by letter or telegram that it intends to terminate, revoke, or recover grant funds, either in whole or in part, unless the Grantee shows good cause why such assistance should not be terminated, revoked, or recovered. In this notice, the grounds and the effective date for the proposed termination or revocation will be described. The Grantee will be given at least 7 calendar days to submit written material in opposition to the proposed action.

ii. **Right to a hearing.** The Grantee may request a hearing on a proposed termination, revocation, or recovery. Upon 5 days notice to the Grantee, the Corporation may authorize the conduct of a hearing or other meetings at a location convenient to the Grantee to consider the proposed action. A transcript or recording must be made of a hearing.

33. RESOLUTION OF CONFLICTING PROVISIONS.

Should there be any inconsistency among the Interagency Cooperative Agreement (including the Interagency Cooperative Agreement Terms), AmeriCorps * USA Program Provisions, General Provisions, and Grant Application, the order of precedence that will prevail is the Interagency Cooperative Agreement (including the Interagency Cooperative Agreement Terms), AmeriCorps * USA Program Provisions, General Provisions, and Grant Application.