Office of Lt. Governor/
Department of Culture, Recreation & Tourism
Funding Agreement Checklist

Agency/Program: Louisiana Serve Commission/AmeriCorps Formula Grant

Recipient: Teach for America

Indicate:
- ○ Cooperative Endeavor
- ○ Professional Services Contract
- ○ Personal Services Contract
- ○ Consulting Services Contract
- ○ Social Services Contract
- ◉ Grant: Indicate Specific Program 06AFHLA001
- ○ Line Item Appropriation
- ○ Letter of Agreement

Yes	No	
☑	☐	Does the agreement include budget worksheet? * See Attached budget
☑	☐	Does the agreement include anticipated uses?
☑	☐	Does the agreement include estimated duration of the project?
☑	☐	Does the agreement include goals, objectives, and measures of performance?
☐	☑	Does the agreement indicate requirement of written progress report every six (6) months? * Required Quarterly
☑	☐	Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule)
☑	☐	Has the comprehensive budget been approved by the appointing authority?
☑	☐	Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor?

Signatures: A Roque — Contract Monitor — Date: 10/13/11

Appointing Authority — Date: 10/13/11

October 13, 2011 3:47 PM

Teach For America- Louisiana

Teach For America

Application ID: 11AC122517

		Budget Dates:			
		Total Amt	CNCS Share	Grantee Share	
Section I. Program Operating Costs					
A. Personnel Expenses		407,586	217,634	189,952	
B. Personnel Fringe Benefits		77,442	41,351	36,091	
C. Travel					
Staff Travel					
Travel to CNCS-Sponsored Meetings		0	0	0	0
Member Travel					
	Total	$0	$0	$0	
D. Equipment					
E. Supplies		5,100	2,700	2,400	
F. Contractual and Consultant Services					
G. Training					
Staff Training					
Member Training		41,349	8,956	32,393	
	Total	$41,349	$8,956	$32,393	
H. Evaluation					
I. Other Program Operating Costs		73,960	73,960	0	
Section I. Subtotal		**$605,437**	**$344,601**	**$260,836**	
Section I Percentage			**57%**	**43%**	
Section II. Member Costs					
A. Living Allowance					
Full Time (1700 hrs)		0	0	0	
1-Year Half Time (900 hours)		0	0	0	
Reduced Half Time (675 hrs)		0	0	0	
Quarter Time (450 hrs)		0	0	0	
Minimum Time (300 hrs)		0	0	0	
2-Year Half Time (2nd Year)		0	0	0	
2-Year Half Time (1st Year)		0	0	0	
	Total	$0	$0	$0	
B. Member Support Costs					
FICA for Members		0	0	0	
Worker's Compensation		0	0	0	
Health Care		0	0	0	
	Total	$0	$0	$0	
Section II. Subtotal		**$0**	**$0**	**$0**	
Section II. Percentages			**0%**	**0%**	
Section III. Administrative/Indirect Costs					
A. Corporation Fixed Percentage					
Corporation Fixed Amount		75,051	14,507	60,544	
Commission Fixed Amount		3,618	3,618	0	
	Total	$78,669	$18,125	$60,544	
B. Federally Approved Indirect Cost Rate					
Section III. Subtotal		**$78,669**	**$18,125**	**$60,544**	
Section III Percentage			**23%**	**77%**	
Section I + III. Funding Percentages			**53%**	**47%**	
Budget Totals		**$684,106**	**$362,726**	**$321,380**	
Budget Total Percentage			**53%**	**47%**	
Required Match			**24%**		
# of years Receiving CNCS Funds			**3**		
Total MSYs			**242.00**		

Teach For America- Louisiana

Teach For America

Cost/MSY	**$1,499**

FUNDING PERIOD: August 1, 2011 thru November 30, 2012 (1 program year) AWARD AMOUNT: $362,726.00
SUB-GRANTEE: Teach for America MSYs: 242
PROGRAM: Teach for America NUMBER OF YEARS RECEIVING CNCS FUNDS: 3
GRANT AGREEMENT: 06AFHLA0010023

STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
LOUISIANA SERVE COMMISSION
AmeriCorps* State Grant Agreement

COPY

Be it known that on this day, August 1, 2011, the Louisiana Serve Commission in the Office of the Lieutenant Governor represented by its duly elected Lieutenant Governor, Jay Dardenne, whose legal address is 1051 North Third Street, Baton Rouge, LA 70802, (hereafter referred to as "Commission"), and the contractor, Teach for America, , operating a project known as Teach for America AmeriCorps Program, represented by its authorized representative, Michael Tipton, Executive Director, whose legal address is Post Office Box 65148, Baton Rouge, LA 70896, (said partnership hereafter referred to as "sub-grantee"), do hereby enter into agreement under the following terms and conditions.

1. Services

As provided in greater detail in the approved AmeriCorps application which is by this reference incorporated herein, sub-grantee agrees to provide the deliverables and perform the services as outlined in the submitted application, which includes performance measures and budget.

2. Purposes of the Grant

The general purpose of this grant agreement is to meet needs through service in communities, strengthening the ties that bind communities together, and developing the citizenship and skills of AmeriCorps members. Activities funded through this grant must help engage Americans of all backgrounds as members in community-based service that provides a direct and demonstrable benefit that is valued by the community. Service activities must result in a specific documented 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 displaced paid employees.

3. Grant Award

In consideration of the services described above, the Commission agrees to pay the sub-grantee a maximum sum of *three hundred sixty-two thousand, seven hundred twenty-six dollars* ($362,726), to help fund 242 AmeriCorps "MSYs", conditioned upon the availability of funds appropriated to the Commission or accruing it from other sources. This sum shall be paid in accordance with the following requirements:

A. Term: The term of the grant agreement is sixteen (16) months, or one (1) "AmeriCorps program year", beginning August 1, 2011, and ending November 30, 2012, unless ended earlier for cause, by mutual consent of both parties or due to lack of continuation of funding.

B. Funding: The Corporation for National and Community Service, established from the National and Community Service Trust Act of 1993, awards funds to the Commission as appropriated annually through legislation of the federal government to expand opportunities for Americans to serve their communities. The Subgrantee agrees to provide a minimum match equivalent to 24% of the total expended funds received via this award.

4. AmeriCorps Provisions

The sub-grantee hereby certifies receipt of the AmeriCorps Provisions with this grant agreement. The sub-grantee agrees to abide by the federal funding regulations as stated in the provisions and the applicable Office of Management and Budget Circulars # A-87, A-102, A-110, A-122, A-128, and/or A-133 (http://www.whitehouse.gov/omb/circulars).

5. Amendments

The sub-grantee must obtain the prior written approval of the Commission before making changes in the approved grant, including changes in the scope, objectives or goals of the program, whether or not they involve

budgetary changes; and/or substantial changes in the level of participation supervision. The request shall be valid only when in accordance with the AmeriCorps provisions.

6. Acknowledgment Statement

The following statement shall appear prominently positioned next to the official logo of AmeriCorps and shall appear in close proximity to the name of the sub-grantee organization in all printed and broadcast promotional material, publicity, advertising, and printed programs supported by this grant: ***"Supported by a grant from the Louisiana Serve Commission in the Office of Lieutenant Governor Jay Dardenne."***

7. Criminal Record Checks

Sub-grantees with members or employees who have substantial direct contact with children or who perform service in the homes of children or individuals considered vulnerable by the program, shall, to the extent permitted by state and local law, conduct criminal record checks on these members or employees as part of the screening process. This documentation must be maintained consistent with state law.

8. Termination

Either party may terminate this grant at any time by giving thirty (30) days written notice. This agreement, if terminated, shall terminate as of the last day of the month following the date of the original notice or on a mutual agreed upon date.

The Commission may terminate this contract for cause based upon the failure of the sub-grantee to comply with the terms and/or conditions of the grant agreement; provided that the Commission shall give the sub-grantee written notice specifying the sub-grantee's failure. If within thirty (30) days after receipt of such notice, the sub-grantee shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Commission may, at its option, place the sub-grantee in default and the grant agreement shall terminate on the date specified in such notice.

The sub-grantee may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Commission to comply with the terms and conditions of this grant agreement; provided that the sub-grantee shall give the Commission written notice specifying the Commission's failure and a reasonable opportunity for the Commission to cure the defect.

9. Retention of Records

The sub-grantee must retain and make available all financial records, supporting documentation, statistical records, evaluation and program performance data, member information and personnel records for three (3) years from the date of the submission of the final Financial Status Report (SF 269A). If an audit is started prior to the expiration of the three (3) year period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

10. Audits

A sub-grantee that expends $500,000 or more of total federal awards in a fiscal year is required to obtain a single audit for that year conducted by an independent auditor in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. (If the sub-grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A sub-grantee that does not expend $500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, it must continue to conduct financial management reviews of its programs, and records must be available for review and audit. Audit reports will be submitted within thirty (30) days of the completed report.

It is hereby agreed that the Legislative Auditor of the State of Louisiana, Office of the Governor, Division of Administration, or Office of the Lieutenant Governor shall have the option of auditing all accounts of sub-grantee, which relate to this grant agreement.

11. Taxes

The sub-grantee hereby agrees that the responsibility of taxes from the funds thus received shall be the sub-grantee's obligation identified under Federal tax identification number 133541913.

12. Assignment of Interest

The sub-grantee shall not assign any interest in this grant and shall not transfer any interest same (whether by assignment or novation), without prior written consent of the Commission, provided however, that claims for money due or to become due to the sub-grantee from the Commission may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to the Commission.

13. Site Visit

The Commission and the Corporation for National and Community Service reserve the right to make site visits to review and evaluate sub-grantee records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.

14. Dates of Agreement

This grant agreement shall begin August 1, 2011, and shall terminate no later than November 30, 2012. This represents one (1) program year. Subgrantee's number of years receiving CNCS funds: 3

15. Indemnity

The sub-grantee shall indemnify and save and/or hold harmless the Commission against any and all claims, demands, suits, and/or judgments (as well as all costs associated with any and all forms of litigation that may manifest themselves resulting from said claims, demands, suits, and/or judgments), to any party for the loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act or omission, operation or work of the sub-grantee, his/her agents, servants, or employees while engaged upon or in connection with services required or performed by the Sub-grantee hereunder.

16. Special Conditions

A. The following information must be forwarded to the Commission by the sub-grantee upon returning this signed grant agreement: proof of eligible status 501(c) (3), if applicable, a current list of board members and officers names with contact information, names and job descriptions of program staff, and placement sites of AmeriCorps members.

B. The following information must be forwarded to the Commission by the sub-grantee, within 30 days from the sub-grantee signature date on this grant agreement: copy of the most recent audit, if applicable, chart of accounts/reporting categories by code, including codes for match, and member management documents including timelogs unless using ONCorps system, AmeriCorps Member Handbook, member agreement/contract, member position description(s), and annual member training timeline.

C. Sub-grantee staff will be required to participate in mandated Commission-sponsored events (e.g. trainings, conferences, statewide service events, conference calls). These events will provide information pertinent to the administration and development of AmeriCorps programs.

D. The sub-grantee is expected to participate in one or more days of service, including the Martin Luther King, Jr. Holiday, National Volunteer Week, Youth Service Day, and Make a Difference Day. In addition, it is expected that the sub-grantee participate in other national service activities such as common opening ceremonies (including the administration of an oath or affirmation), orientations, and trainings. The sub-grantee is expected to require members to participate and to supervise members in any statewide Commission-sponsored member events (i.e. service gatherings, trainings, swearing in ceremonies).

17. Equipment Purchases

The purchase of equipment and supplies is allowable as a direct cost under the grant provided that the purchase of equipment or supplies with a unit acquisition cost of one thousand dollars ($1,000) or more has prior written approval by the Commission or was specifically included in the approved budget. Any equipment purchased must be entirely necessary for the carrying out of the program. If purchased with partial or total grant monies, the ownership of the equipment can revert to the Commission at the end of the grant period.

18. Certifications

The sub-grantee certifies the following:

A. Drug-Free Workplace: It is a drug-free workplace and complies with requirements in accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, and 45 C.F.R. 2542.

B. Non-Discrimination: It complies with all federal statutes relating to non-discrimination to the extent applicable, including, but not limited to Titles VI and VIII of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Drug Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, the Public Health Service Act of 1912, and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990, or any other applicable non-discrimination provision. Sub-grantee agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the sub-grantee, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this agreement.

C. Prohibited Program and Member Activities: It complies with the prohibitive program and member activities in accordance with the AmeriCorps provisions.

D. Grievance Procedures: In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, it has established and implemented a process for filing and adjudicating grievances from members, labor organizations and other interested parties.

E. Eligible Applicant: It is a non-profit organization (501(c) (3), a school district or institution of higher education, a government entity, a tribal nation, a tribal community, a community organization (Secular and Faith-Based), or any partnership of the previously mentioned.

19. Reporting Requirements

The sub-grantee must establish, track, and evaluate member information, program performance, and financial management for the program on the required reporting system of CNCS and the Commission). The sub-grantee must request approval from the Commission prior to making any significant changes.

The following must be submitted in the required reporting system within the stated timeframe:

A. Member Information
   a. Member Enrollment (within 30 days of start of service).
   b. Member Time Log (by the 10th of the following month of occurrence).
   c. Member Change of Status (within 30 days of change of status).
   d. Member Change of Term of Service. If changing the member's term from fewer to more hours then approve the form at any time during the member's service. If changing the member's term to fewer service hours, the following must apply: the effective date of change of the term must be within ninety (90) days of the member's enrollment start date. The date on which you're making the change in the reporting system must be within thirty (30) days of the effective date of the change of term.
   e. Member Exit (within 30 days of last day of service).

B. Program Performance:
   a. Progress Reports (January 10th, April 10th, July 10th, October 10th).

C. Financials
   a. Periodic Expense Report (by the 10th of the following month. If the 10th falls on a weekend, then it should be completed by the following Monday).

20. Evaluation

As articulated in the AmeriCorps regulations Sections 2522.700 - 2522.740, all AmeriCorps*State grantees that receive an average annual Corporation grant of $500,000 or more must conduct an independent evaluation. An independent evaluation uses an external evaluator who has no formal or personal relationship with, or stake in the administration, management, or finances of the grantee or of the program to be evaluated. All other AmeriCorps State grantees must conduct an internal evaluation. An internal evaluation is designed and conducted by qualified program staff or other stakeholders, such as board members, partners, or volunteer affiliates.

21. Payments

Payment to the sub-grantee is contingent upon execution of the grant agreement and approval of the Periodic Expense Reports. Payments to the sub-grantee are issued by electronic funds transfer. Final payment will be paid upon approval of the last Financial Status Report submitted for this grant period. The Commission reserves the right to withhold payments to sub-grantees for just cause.

Note: Sub-grantee agrees to include in each submitted Periodic Expense Report (in the "CNCS Share" column) an appropriate amount calculated to remit the mandatory 1.05% State Commission Set-Aside administrative cost for the reimbursement period.

22. Contract Services

The sub-grantee is hereby required to forward evidence of compliance with federal procurement procedures regarding professional services or subcontracts prior to reimbursement.

23. Signatories

I hereby certify that I fully understand all terms of this agreement and that I am the authorized official designated to sign this agreement.

COMMISSION	SUB-GRANTEE
Charles R. Davis — Date 8/23/11 Deputy Secretary Office of Lieutenant Governor	Michael Tipton — Date 8/12/11 Executive Director
Camm Morton — Date 8/22/11 Chair Louisiana Serve Commission	
Janet Pace — Date 8-19-11 Executive Director Louisiana Serve Commission	

CONTRACT DATES:	August 1, 2011 thru November 30, 2012 (16 months maximum)
PROGRAM YEAR(S):	2011-12(1 Program Year)
NO. OF YRS RECIVING CNCS FUNDS:	3
MINIMUM MATCH REQUIREMENT:	24%
MSYs:	242
LEGAL APPLICANT:	Teach for America
PROGRAM:	Teach for America
FIN:	133541913
GRANT AGREEMENT:	06AFHLA0010023