

sale, in commerce, 6,000 style 3525 sheer rayon scarves.

10. The scarves identified in paragraph 9 above are subject to the Clothing Standard, 16 C.F.R. § 1610, issued under section 4 of the FFA, 15 U.S.C. § 1193.

11. The staff tested the scarves identified in paragraph 9 above for compliance with the requirements of the Clothing Standard. The test results showed that the scarves violated the requirements of the Clothing Standard, and, therefore, were dangerously flammable and unsuitable for clothing because of rapid and intense burning.

12. Respondent knowingly sold and offered for sale, in commerce, the scarves identified in paragraph 9 above, in violation of section 3 of the FFA, 15 U.S.C. § 1192, for which a civil penalty may be imposed pursuant to section 5(e)(1) of the FFA, 15 U.S.C. § 1194(e)(1).

III. Response of One Price

13. One Price denies the allegations of the staff set forth in paragraphs 4 through 12 above that it knowingly sold or offered for sale, in commerce, the skirts and scarves identified in paragraphs 4 and 9 above, in violation of section 3 of the FFA, 15 U.S.C. § 1192. One Price notes that it knows of no claims or reports of any injuries associated with the skirts and scarves identified in paragraphs 4 and 9 above. Further, One Price points out that it took immediate action, as soon as the allegations of problems with these items were brought to its attention.

IV. Agreement of the Parties

14. The Commission has jurisdiction over this matter under the Consumer Product Safety Act (CPSA), 15 U.S.C. §§ 2051 *et seq.*, the Flammable Fabrics Act (FFA), 15 U.S.C. §§ 1191 *et seq.*, and the Federal Trade Commission Act (FTCA), 15 U.S.C. §§ 41 *et seq.*

15. This Agreement is entered into for settlement purposes only and does not constitute an admission by Respondent or a determination by the Commission that Respondent knowingly violated the FFA or the Clothing Standard. This Agreement becomes effective only upon its final acceptance by the Commission and service of the incorporated Order upon Respondent.

16. The parties agree that this Agreement resolves the allegations of the staff enumerated in Section II above, and the Commission will not initiate any other criminal, civil, or administrative action against Respondent for those alleged violations, based upon information currently known to the staff.

17. Upon final acceptance of this Agreement by the Commission and issuance of the Order, Respondent knowingly, voluntarily, and completely waives any rights it may have in this matter (1) to an administrative or judicial hearing, (2) to judicial review or other challenge or contest of the validity of the Commission's actions, (3) to a determination by the Commission as to whether Respondent failed to comply with the FFA as alleged, (4) to a statement of findings of fact and conclusions of law, and (5) to any claims under the Equal Access to Justice Act.

18. The Commission may disclose the terms of this Agreement and Order to the public consistent with Section 6(b) of the CPSA, 15 U.S.C. § 2055(b).

19. Upon provisional acceptance of this Agreement and Order by the Commission, this Agreement and Order shall be placed on the public record and shall be published in the **Federal Register** in accordance with the procedures set forth in 16 CFR 1605.13(d). If the Commission does not receive any written request not to accept this Agreement and Order within 15 days, this Agreement and Order shall be deemed finally accepted on the 20th day after the date it is published in the **Federal Register**, in accordance with 16 CFR 1605.13(e).

20. Upon final acceptance by the Commission of this Agreement and Order, the Commission shall issue the attached Order, incorporated herein by reference. This Agreement becomes effective after service of the incorporated Order upon Respondent.

21. A violation of the attached Order shall subject Respondent to appropriate legal action.

22. This Agreement may be used in interpreting the incorporated Order. Agreements, understandings, representations, or interpretations made outside of this Agreement may not be used to vary or contradict its terms.

23. The provisions of this Agreement and Order shall apply to Respondent, its successors and assigns, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other business entity, or through any agency, device or instrumentality.

Dated: May 6, 1997.

By:

Grant H. Gibson,

Vice President and General Counsel, One Price Clothing Stores, Inc., Highway 290, Commerce Park, 1875 East Main Street, Duncan, SC 29334.

Dated: May 6, 1997.

By:

Howard N. Tarnoff,

Trial Attorney, Division of Administrative Litigation, Office of Compliance.

Eric L. Stone,

Acting Director, Division of Administrative Litigation, Office of Compliance.

David Schmeltzer,

Assistant Executive Director, Office of Compliance, U.S. Consumer Product Safety Commission, Washington, DC 20207.

Order

Upon consideration of the Settlement Agreement entered into between Respondent One Price Clothing Stores, Inc. and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Respondent; and it appearing that the Settlement Agreement and Order is in the public interest,

I

It is Ordered That the Settlement Agreement and Order be and hereby is accepted.

II

It is further Ordered That Respondent pay to the United States Treasury a civil penalty of **FIFTY THOUSAND DOLLARS** (\$50,000) within twenty (20) days after service upon Respondent of the Final Order.

III

It is further Ordered That for a period of three years following the service upon Respondent of the Final Order in this matter, Respondent notify the Commission within 30 days following the consummation of the sale of a majority of its stock or following a change in any of its corporate officers responsible for compliance with the terms of this Consent Order Agreement.

Provisionally accepted and Provisional Order issued on the 4th day of June, 1997.

By order of the Commission.

Sadye E. Dunn,

Secretary, Consumer Product Safety Commission.

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BILLING CODE 6355-01-M

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

Learn and Serve America National Clearinghouse

AGENCY: Corporation for National and Community Service.

ACTION: Notice of availability of funds.

SUMMARY: The Corporation for National and Community Service (Corporation) announces the availability of

approximately \$1.5 million over three years to manage a Learn and Serve America (LSA) national clearinghouse. The Corporation invites applications for a cooperative agreement from organizations that will make use of the world wide web, new technological developments, and other traditional methods to develop and implement plans to compile, store, market, and disseminate the training and technical assistance (T/TA) resources provided by the Corporation, other T/TA providers, and the service-learning field.

DATES: Application guidelines will be available June 15, 1997. Applications must be submitted to the Corporation no later than 3:00 p.m. (EST) August 1, 1997.

ADDRESSES: Requests for applications should be submitted to Bonnie Martinez, Attn: Application Request, Corporation for National and Community Service, 1201 New York Avenue, NW, Washington, DC 20525. Applications must be submitted to the Corporation for National and Community Service, Box CH, 1201 New York Avenue, Washington, DC 20525. Applicants are requested to include three copies of applications to facilitate the review process.

FOR FURTHER INFORMATION CONTACT: Bonnie Martinez at the Corporation for National and Community Service, telephone (202) 606-5000, ext.135.

SUPPLEMENTARY INFORMATION: The Corporation is a Federal government corporation that encourages Americans of all ages and backgrounds to engage in community-based service. This service addresses the nation's educational, public safety, environmental, and other human needs to achieve direct and demonstrable results. In supporting service programs, the Corporation fosters civic responsibility, strengthens the ties that bind us together as a people, and provides educational opportunity for those who make a substantial commitment to service.

I. Functions of the Learn and Serve America National Clearinghouse

(1) Develop and implement a plan for conducting periodic information and technical assistance needs assessments of all categories of LSA grantees and the service-learning field, including assessing the availability of current resources of services to meet those needs.

(2) Compile, analyze, and disseminate service-learning research and evaluation materials, including intergenerational service-learning materials.

(3) Facilitate communication among entities receiving LSA funds.

(4) Provide information, curriculum materials, and technical assistance relating to the planning and operation of service-learning programs to entities eligible to receive grants or subgrants under LSA.

(5) Provide information regarding methods to make service-learning programs accessible to individuals with disabilities.

(6) Gather, analyze, market, and disseminate information on successful service-learning and intergenerational service-learning programs, components of these successful programs, innovative youth leadership skills curricula related to service-learning, and service-learning projects.

(7) Coordinate the activities of the clearinghouse with appropriate entities to avoid duplication of effort.

(8) Create and maintain a service-learning archive, including materials developed by past and present LSA grantees and subgrantees.

(9) Gather, analyze, and disseminate information about LSA grantee and subgrantee programs and participants.

(10) Develop and implement an outreach and marketing plan to promote the services and resources of the clearinghouse.

(11) Carry out such other activities as the Chief Executive Officer of the Corporation determines to be appropriate.

II. Amount and Duration of Funding

The first year's award will total approximately \$500,000. The cooperative agreement may be renewed each year for up to three years based on performance, need, and the availability of funds.

III. Eligibility

Public or private nonprofit organizations that have extensive experience with service-learning, including use of adult volunteers to foster service-learning, are eligible to apply. Organizations with prior clearinghouse experience are preferred.

IV. Applications

The Corporation will enter into only one cooperative agreement in this area. Based on previous clearinghouse competitions and the Corporation's estimate of the number of eligible applicants, the Corporation expects fewer than ten applications to be submitted.

Dated: June 3, 1997.

Barry W. Stevens,

Acting General Counsel, Corporation for National and Community Service.

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BILLING CODE 6050-28-P

DEPARTMENT OF EDUCATION

Office of Postsecondary Education

[CFDA No.: 84.033]

Federal Work-Study Programs

AGENCY: Department of Education.

ACTION: Notice of the closing date for institutions that participate in the Federal Work-Study (FWS) Program to submit the Campus-Based Reallocation Form (ED Form E40-4P).

SUMMARY: The Secretary gives notice to institutions of higher education of the deadline for an institution that participated in the FWS Program for the 1996-97 award year (July 1, 1996 through June 30, 1997) to submit a Campus-Based Reallocation Form to request supplemental FWS funds for the 1997-98 award year (July 1, 1997 through June 30, 1998). The information collected is used to determine whether an institution is eligible to receive supplemental FWS funds for the 1997-98 award year.

DATES: *Closing Date for Submitting a Campus-Based Reallocation Form.* If an institution that participated in the FWS Program for the 1996-97 award year wants to ensure that it will be considered for supplemental FWS funds for the 1997-98 award year, the institution must submit the Campus-Based Reallocation Form by July 11, 1997. The Department will not accept a form submitted by facsimile transmission.

ADDRESSES: *Campus-Based Reallocation Form Delivered by Mail.* The Campus-Based Reallocation Form delivered by mail must be addressed to Mr. Milton Thomas, Jr., Institutional Financial Management Division, U. S. Department of Education, P.O. Box 23781, Washington, D.C. 20026-0781. An applicant must show proof of mailing consisting of one of the following: (1) A legibly dated U.S. Postal Service postmark; (2) a legible mail receipt with the date of the mailing stamped by the U.S. Postal Service; (3) a dated shipping label, invoice, or receipt from a commercial carrier; or (4) any other proof of mailing acceptable to the Secretary of Education.

If a Campus-Based Reallocation Form is sent through the U.S. Postal Service, the Secretary does not accept either of the following as proof of mailing: (1) a private metered postmark, or (2) a mail receipt that is not dated by the U.S. Postal Service. An institution should note that the U.S. Postal Service does not uniformly provide a dated postmark. Before relying on this method, an