

Specific Grant Program Assurances

General

The School Food Authority (SFA) agrees to abide by all of the requirements for administering the Program as stated in Section 19 of the Richard B. Russell National School Lunch Act (NSLA), as amended in the Food, Conservation, and Energy Act of 2008 (P.L. 110-234) and renewed via the Agricultural Act of 2014 (P.L. 113-79) and any guidance/clarification provided by United States Department of Agriculture/ Food Nutrition Service (USDA/FNS) or the State Agency (SA).

Use of Funds

The SFA shall ensure that the funds are expended, in accordance with guidance material issued by the SA and USDA/FNS, for fresh fruits and vegetables and other allowable costs.

- The SFA shall ensure that each participating school retains no more than 10 percent of their awarded funds for administrative purposes.
- The SFA may not retain any of the allocated funds for its use.
- The SFA acknowledges that funds that are not obligated or expended may be subject to reallocation by FNS.

Regulations

The SFA must comply with section 19 of the Richard B. Russell National School Lunch Act (NSLA) and the corresponding cost circular that establishes the principles for cost determination found at 2 CFR Part 225, Cost Principles for state, local, and Indian Tribal Governments and 2 CFR Part 230, Cost Principles for Non-Profit Organizations. The SFA must also comply with the following:

7 CFR Part 210.21: "National School Lunch Program" (only that which applies and does not conflict with the provisions of Public Law 110-234).

7 CFR Part 220.16: "School Breakfast Program"

7 CFR Part 3017: "Government-wide Debarment and Suspension (Non-Procurement)"

7 CFR Part 3018: "New Restrictions on Lobbying"

7 CFR Part 3019: "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

7 CFR Part 3021: "Government-wide Requirements for Drug-free Workplace (Financial Assistance)"

7 CFR Part 3052: "Audits of States, Local Governments, and Non-Profit Organizations"

Suspension and Debarment

The SFA agrees to ensure that all vendors are neither excluded nor disqualified under the Suspension and Debarment rules found at 7 CFR Section 3017.300.

Nondiscrimination Statutes and Regulations

The SFA will comply with the following nondiscrimination statutes and regulations, any other related regulations, and any USDA nondiscrimination directives:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies And Procedures;

Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), USDA regulations at 7 CFR Part 15b, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination on The Basis of Handicap in Federally Assisted Programs; and Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

The SFA assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations, and directives. The SFA gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.

Evaluation

The SFA will cooperate with any evaluation of the program by providing the SA or USDA/FNS requested data and access to records. The SFA will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the SFA shall make all records pertaining to activities under the grant available for audit purposes.

The SFA will require the school(s) to comply with the requirements of this agreement and ensure that the SA or USDA/FNS has access to any school for purposes of evaluating, monitoring, or reviewing their operations or records as they relate to this grant.

Copyrights

USDA/FNS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the following:

- a. The copyright of any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
- b. Any rights of copyright to which a grantee, sub-grantee, or a contractor purchases ownership with grant support.

USDA/FNS Acknowledgement

Unless otherwise advised by USDA/FNS, the SFA will acknowledge the support of USDA/FNS whenever publicizing the work under this grant. To this end, the SFA must include in any publication resulting from work performed under this grant an acknowledgment in substantially the form set below:

"This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Liabilities

The SFA may not seek any financial recourse from USDA/FNS or the SA as a result of any liabilities the SFA might incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the SA, their officers, agents or employees, or if applicable its sub-grantees or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

Funding

The SA will provide funds to the SFA in the amount specified in the grant award letter, for use in accordance with this agreement. Funds will be provided through the established claim process.

Fresh Fruit and Vegetable Program (FFVP) funds will be provided on a fiscal year basis through distribution on or around October 1.

Monthly Claims

SFAs are encouraged to draw down funds monthly from the Cash Management System (CMS) after processing FFVP claims.

Grant Period

This grant agreement is effective from October 1, 2021 through September 30, 2022. Funds not obligated by September 30, 2022, will be recovered and will NOT be available for the next school year.

The closeout of the October allocation must occur by November 30, 2022. All obligations incurred must be liquidated by November 30, 2022.

Noncompliance

The SA may unilaterally terminate this grant agreement or recover, withhold, or cancel payment of up to 100 percent of the funds made available under the agreement if the SFA fails to comply with any term of the agreement. The SA will consider failure to comply with the reporting requirements of this grant agreement to be a material failure to comply with the agreement and a basis for termination. Grantee agrees to comply with all applicable requirements of all State statutes, Federal laws, executive orders, regulations, policies, and award conditions governing this program. Grantee understands and agrees that if it materially fails to comply with the terms and conditions of the grant award, the MDE may withhold funds otherwise due to the grantee from this grant program, any other federal grant programs or the State School Aid Act of 1979 as amended, until the grantee

comes into compliance or the matter has been adjudicated and the amount disallowed has been recaptured (forfeited). The MDE may withhold up to 100 percent of any payment based on a monitoring finding, audit finding or pending final report. If the SA decides to take action against the SFA for noncompliance under the grant agreement, the SA will provide the SFA written notice of the basis for its determination.

Assurances and Certifications Federal Programs

Certification Regarding Lobbying for Grants and Cooperative Agreements.

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 a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LL*Disclosure Form to Report Lobbying*, in accordance with its instructions. The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Assurance with Section 511 of the U.S. Department of Education Appropriations Act of 1990.

When issuing statements, press releases, requests for proposals, solicitations, and other documents describing this project, the recipient shall state clearly:

1) the dollar amount of federal funds for the project, 2) the percentage of the total cost of the project that will be financed with federal funds, and 3) the percentage and dollar amount of the total cost of the project that will be financed by nongovernmental sources.

Assurance Concerning Materials Developed with Funds Awarded Under This Grant

The grantee assures that the following statement will be included on any publication or project materials developed with funds awarded under this program, including reports, films, brochures, and flyers: "These materials were developed under a grant awarded by the Michigan Department of Education."

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education.

Participation of Nonpublic Schools

The applicant assures that private nonprofit schools have been invited to participate in planning and implementing the activities of this application.

Audit Requirements

All grant recipients who spend \$750,000 or more in federal funds from one or more sources are required to have an audit performed in compliance with the Single Audit Act and 2 CFR Chapter I, Chapter II, Part 200.425.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Michigan Department of Education, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Certification Regarding Title II of The Americans with Disabilities Act (A.D.A), P.L. 101-366, State and Local Government Services (for Title II Applicants Only)

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title II of the ADA covers programs, activities, and services of public entities. Title II requires that, "No qualified individual with a disability shall, by reason of such disability be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by such entity." In accordance with Title II ADA provisions, the applicant has conducted a review of its employment and program/service delivery processes and has developed solutions to correcting barriers identified in the review.

Certification Regarding Title III of the Americans with Disabilities Act (A.D.A), P.L. 101-336, Public Accommodations and Commercial Facilities (for Title III Applicants Only)

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title III of the ADA covers public accommodations (private entities that affect commerce, such as museums, libraries, private schools, and day care centers) and only addresses existing facilities and readily achievable barrier removal. In accordance with Title III provisions, the applicant has taken the necessary action to ensure that individuals with a disability are provided full and equal access to the goods, services, facilities, privileges, advantages, or accommodations offered by the applicant. In addition, a Title III entity, upon receiving a grant from the MDE, is required to meet the higher standards (i.e., program accessibility standards) as set forth in Title III of the ADA for the program or service for which they receive a grant.