

Meade School District 46-1 2016 Compare Fiscal Years

Aid Description	July 2015	August 2015	September 2015	October 2015	November 2015	December 2015	January 2016	February 2016	March 2016	April 2016	May 2016	June 2016	TOTAL
STATE SUB-TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(10.553) CANS - School Breakfast				\$10,720.00	\$11,661.57	\$11,216.64	\$7,114.44	\$11,067.82	\$12,218.86	\$11,368.33	\$12,889.99		\$88,257.65
(10.555) CANS - National School Lunch Program				\$59,592.17	\$52,671.39	\$47,166.96	\$34,130.88	\$47,576.84	\$52,679.59	\$49,238.83	\$55,383.17		\$398,439.83
(10.555) CANS Menu Certification - 6 cents				\$2,129.22	\$1,995.48	\$1,797.78	\$1,313.22	\$1,799.88	\$2,009.82	\$1,891.44	\$2,097.66		\$15,034.50
(10.559) CANS - Summer Program	\$16,099.97	\$8,522.01											\$24,621.98
(10.579) School Lunch Equipment Grant								\$6,600.00					\$6,600.00
(10.582) Fresh Fruits and Vegetables					\$12,898.32	\$3,548.44	\$3,649.46	\$6,802.33	\$10,333.11	\$7,255.07	\$5,357.65		\$49,844.38
(15.227) Mineral Leasing					\$15,468.00						\$3,722.00		\$19,190.00
(15.227) Taylor Grazing					\$14,607.00								\$14,607.00
(84.010A) Title I Basic	\$66,799.00	\$51,470.00	\$51,470.00		\$105,511.00	\$44,774.00	\$44,510.00	\$41,748.00	\$68,681.00	\$48,622.00	\$101,688.00	\$49,827.00	\$675,100.00
(84.027A) Birth to Three - Part B				\$5,142.88									\$5,142.88
(84.027A) IDEA Part B	\$38,970.00	\$38,970.00	\$38,970.00	\$41,544.00	\$41,792.00	\$42,371.00	\$41,803.00	\$41,799.00	\$41,799.00	\$41,880.00	\$43,266.00	\$55,359.00	\$508,523.00
(84.048A) Perkins Prog Imprv - Sea.	\$9,857.00			\$7,427.00	\$5,175.00	\$778.00	\$4,195.00			\$12,822.00	\$270.00	\$2,292.00	\$42,816.00
(84.173A) IDEA Preschool	\$1,252.00	\$1,252.00	\$954.00	\$2,242.00	\$1,286.00	\$1,286.00	\$1,286.00	\$382.00	\$1,286.00	\$1,286.00	\$1,286.00	\$1,132.00	\$14,930.00
(84.367A) Title II Part A	\$21,713.00	\$21,713.00	\$14,440.00		\$36,240.00	\$17,809.00	\$17,819.00	\$17,270.00	\$17,265.00		\$34,337.00	\$17,265.00	\$215,871.00
FEDERAL SUB-TOTAL	\$154,690.97	\$121,927.01	\$105,834.00	\$128,797.27	\$299,305.76	\$170,747.82	\$155,821.00	\$175,045.87	\$206,272.38	\$174,363.67	\$260,297.47	\$125,875.00	\$2,078,978.22
TOTAL	\$154,690.97	\$121,927.01	\$105,834.00	\$128,797.27	\$299,305.76	\$170,747.82	\$155,821.00	\$175,045.87	\$206,272.38	\$174,363.67	\$260,297.47	\$125,875.00	\$2,078,978.22

Ex. A

Common Assurances for Federal Programs

Instructions

By checking this box and saving the page, the applicant hereby certifies that he/she has read, understood and will comply with the attestations and assurances listed below, as applicable to the program(s) for which funding is requested.

Each legal entity, district, cooperative, or agency MUST agree to all of the attestation and assurance statements listed below prior to being able to submit their application for funds to the South Dakota Department of Education (SDDOE).

In accordance with South Dakota state law regarding grant agreements, I attest that:

1. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
3. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
4. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Completion of this form is not an application for funds and does not obligate the applicant or SDE for the programs. This page consolidates the common assurances required by federal law that apply to the federal programs listed below. Additional specific program assurances may be included in the application or program plan for that individual program.

General Assurances

The local education agency (LEA) hereby assures the South Dakota Department of Education that:

1. Each program will be administered in accordance with all applicable statutes, regulations, program plans, and applications, including the conditions of any waiver granted by the United States Department of Education pursuant to 20 U.S.C. 7861.
2. The control of funds provided under each program and title to property acquired with program funds will be in a public agency or in a nonprofit, private agency, institution, or organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities.
3. The public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes.
4. The applicant will adopt and use proper methods of administering each such program, including - the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
5. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials.
6. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program.
7. The applicant will - submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program; and maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the state educational agency's or the Secretary's duties.
8. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment.
9. Funds will be used to increase the level of State, local, and other non-Federal funds that would, in the absence of federal funds, be made available, and in no case supplant, such State, local, and other non-Federal funds.
10. Equitable participation of non-public schools (if any) will be provided. The applicant will consult with officials of non-public schools in a meaningful and timely manner, provide non-public participants genuine access to equitable services and equal expenditure of funds.

Pro-Children Act of 1994 Assurance

I hereby acknowledge that the LEA of which I am the authorized representative, has adopted the provisions of the Pro-Children Act of 1994. The Pro-Children Act requires that smoking not be permitted in any indoor facility used routinely or regularly for the provision of children's services to persons under age 18, if the services are funded by specified Federal programs either directly or through State or local governments.

Gun Free Schools Act Assurance

I hereby acknowledge that the LEA, of which I am the authorized representative, has adopted a Gun Free Policy that is in compliance with SDCL 13-32-4.

EX. B

Child Internet Protection Act

I hereby certify that the LEA will comply with the Child Internet Protection Act.

Constitutionally Protected Prayer in Public Schools Certification

I hereby certify that the LEA, of which I am the authorized representative, has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in its public elementary and secondary schools.

As a condition of receiving funds under terms of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by Section 9524 of the No Child Left Behind Act of 2001, this certification is required by October 1st of each year. The South Dakota Department of Education in its role as the official public education state agency in South Dakota will annually send to the U.S. Secretary of Education a list of those LEAs in South Dakota that have not submitted the required certification or against which complaints have been made that the LEA is not in compliance with this provision.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (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 any 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 an cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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 - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award 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.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 -

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause and default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The grantee's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and

- (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification or violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 4698-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for

- research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230; Section 200.501.
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Common Assurances agreed to on: 5/11/2016

These assurances have been agreed to by: GreatBuild

Consolidated Application Assurances

Instructions

By checking this box, the applicant hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program(s) for which funding is requested. These assurances are binding for Districts/Fiscal Agents that are accepting funding under this program(s).

Title I

1. Inform eligible schools and parents of schoolwide program authority and the ability of such schools to consolidate funds from Federal, State, and local sources;
2. Provide technical assistance and support to schoolwide programs;
3. Work in consultation with schools as they develop their schoolwide plans and assist schools as the schools implement schoolwide plans or undertake activities under targeted assistance programs so that each school can make progress toward meeting the schools' individual AMO's as determined by the School Performance Index (SPI);
4. Provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1120, and timely and meaningful consultation with private school officials regarding such services;
5. Take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research indicating that services may be the most effective if focused on students in the earliest grades at schools that receive Title I funds;
6. In the case of a local educational agency that chooses to use funds under this part to provide early childhood development services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act.
7. Work in consultation with schools as the schools develop and implement their plans or activities under sections 1118 and 1119.
8. Comply with the requirements of section 1119 regarding the qualifications of teachers and paraprofessionals and professional development;
9. Inform eligible schools of the local educational agency's authority to obtain waivers on the school's behalf under title IX and, if the State is an Ed-Flex Partnership State, to obtain waivers under the Education Flexibility Partnership Act of 1999;
10. Ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers;
11. Ensure that the results from the State academic assessments will be provided to parents and teachers as soon as is practically possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand;
12. Assist each Title I school in developing or identifying examples of high-quality, effective curricula that is aligned with the State's content and academic achievement standards;
13. Participate, if selected, in the State National Assessment of Educational Progress (NAEP) in 4th and 8th grade reading and mathematics.

Assurances Title II

The local education agency hereby assures the South Dakota Department of Education that:

1. The local education agency will target funds to schools within the jurisdiction of the LEA that:
 - a. Have the lowest proportion of highly qualified teachers;
 - b. Have the largest average class size;
2. The local education agency will carry out high-quality professional development activities that reflect the principles expressed in the definition of the terms in Title IX, Part A, Section 9101 (34).
3. The local education agency will carry out professional development activities that reflect scientifically-based research according to Title IX, Part A, Section 9101 (37).
4. The local education agency will comply with Title IX, Section 9501 of ESEA regarding participation by private school children and teachers.

The assurances were fully agreed to on this date: 6/8/2016

These assurances have been agreed to by: Steve Burditt

IDEA Assurances

Instructions

By checking this box and saving the page, the authorized representative hereby certifies that he or she has read, understood and will comply with the assurances listed below, as applicable to the program(s) for which funding is requested. These assurances are binding for Districts/Fiscal Agents that are accepting funding under this program(s).

1. For the purpose of implementing provisions of the Individuals With Disabilities Education Act Amendments of 2004 (PL 108-446) which amend the Individuals With Disabilities Act (the Act), the district/agency assures that throughout the period of the project, it will comply with all of the requirements of Part A (General Provisions) and Part B (Assistance to Education of all Children with Disabilities) of the IDEA, as amended by the IDEA Amendments of 2004, including (1) All of the policies and procedures that were approved as part of the district/agency's most recent comprehensive plan for special education are consistent with the IDEA as amended by the IDEA Amendments of 2004. (2) All of the eligibility requirements of Section 612 (state eligibility) and Section 613 (LEA eligibility) as amended in 2004; and (3) comply with 34 CFR Part 300, published August 14, 2006 are consistent with the IDEA 2004.
2. Use of Amounts - The LEA must have on file with the SEA information to demonstrate that amounts provided to the LEA under Part B of the Act- (a) will be expended in accordance with the applicable provisions of this part; (b) will be used only to pay the excess costs of providing special education and related services to children with disabilities, consistent with 300.202(a)(2) and (3), 300.202(b)(2) will be used to supplement State, local and other Federal funds and not to supplant those funds. If an LEA maintains local, or state and local, effort, it will not violate the supplement/not supplant requirements of IDEA.
3. The applicant assures that fund accounting, auditing, and monitoring and such evaluation procedures as may be necessary to keep such records as the South Dakota Department of Education shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received through the South Dakota Department of Education.
4. A clear audit trail must be maintained for each source of funding. Receipts, expenditures and disbursements must be separately accounted for from each source of funds.
5. If your non-profit organization receives more \$500,000 or more in federal financial assistance, the State of South Dakota requires that an annual audit be conducted in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230; Section 200.501. Audits shall be completed and filed with the Department of Legislative Audit within the earlier of 30 days after the receipt of the auditor's report(s), or nine months after end of the audit period.
6. School District / Public Agency NIMAC assurance:
The school district or public agency will participate through the South Dakota Department of Education with the National Instructional Materials Access Center (NIMAC) to ensure that instructional materials will be provided to students who are blind, have low vision or an eligible print disability, in a timely manner. More information on the National Instructional Material Accessibility Standard (NIMAS) and NIMAC can be found at: <http://aim.cast.org/>
7. The applicant agrees to hold harmless and indemnify the state of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceeding which may arise as the result of performing services hereunder. This section does not require the applicant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.
8. Private School Assurances.
Additional assurances if LEA serves students with disabilities enrolled by their parents in private schools:
The district assures:
It will not use IDEA-B funds or Section 619 Preschool funds for classes that are organized separately on the basis of school enrollment or religion of the students if (a) the classes are at the same site; and (b) the classes include student enrolled in private schools.
It will not use IDEA-B funds or Section 619 Preschool funds to finance the existing level of instruction in a private school or to otherwise benefit the private school; the district will use program funds to meet the specific needs of students enrolled in private schools rather than (a) the needs of the private school, or (b) the general needs of the students in a private school.
It may use IDEA-B funds or Section 619 Preschool funds to make public personnel available in other than public facilities to (a) the extent necessary to provide services designed for students enrolled in private school, and (b) if those services are not normally provided by the private school.
It may use IDEA-B funds or Section 619 Preschool funds to pay for the services of an employee of a private school if (a) the employee performs the services outside of his/her regular hours of duty, and (b) the employee performs the services under public supervision and control.
It will keep title to and exercise continuing administrative control of all property, equipment and supplies that it acquires with IDEA-B funds, or Section 619 Preschool funds for the benefit of eligible private school children.
It may place equipment and supplies in a private school for the period of time needed for the program.
It will insure that equipment or supplies placed in a private school (a) are only used for the purpose of the program, and (b) can be removed from the private school without remodeling private school facilities.
It will remove equipment or supplies from a private school if (a) the equipment and supplies are no longer needed for the purposes of the program, or (b) removal is necessary to avoid unauthorized use of the equipment or supplies for other than program purposes.
It will not use IDEA-B funds for repairs, minor remodeling, or the construction of private school facilities.
9. Pro-Children Action of 1994 requires that smoking not be permitted in any indoor facility used routinely or regularly for the provision of children's services to persons under age 18, if the services are funded by specified federal programs either directly or through state or local governments. Local educational agencies must adopt provisions of this act.
10. Gun Free Schools Act requires that local educational agencies adopt a Gun Free Policy, which is in compliance with SDCL 13-32-4.

The assurances were fully agreed to on this date: 6/8/2016

These assurances have been agreed to by: Brett Burditt

By checking this box and saving the page, the applicant hereby certifies that he/she has read, understood and will comply with the assurances listed below as required for the Perkins Grant program. These assurances are binding for Districts/Fiscal Agents that are accepting funding under this program.

1. All programs, services and activities covered by this application will be conducted in accordance with the Perkins Act of 2006, Regulations and the State Plan.
2. Federal funds made available will be used to supplement and, to the extent practical, to increase the amount of local funds that would, in the absence of such federal funds, be made available, and in no case to supplant such local funds; supporting documents will be maintained for audit that specifically identify the purpose for which federal funds have been expended.
3. By accepting federal funds, the recipient hereby agrees to establish and maintain fiscal control and accounting procedures, as set forth in current federal regulations, in order to ensure proper disbursement of, and accounting for, federal funds for the intended purpose.
4. By accepting federal and/or state funds, the recipient hereby agrees to repay any funds that have been finally determined through the federal or state audit resolution process to have been misapplied, misappropriated or otherwise not properly accounted for.
5. Equipment purchased and curriculum developed with federal funds remains the property of the State of South Dakota.
6. The local application has been developed taking into consideration other educational and training resources available in the area including private and trade schools.
7. The applicant maintains documentation to verify the eligibility of students enrolled in programs supported by federal funds for education of students who are members of special populations.
8. The local applicant agrees to comply with all state and federal rules and regulations regarding nondiscrimination on the basis of disability, race, color, national origin and sex.
9. The local applicant agrees that if a curriculum grant is approved, two copies of the materials, booklets, etc. must be sent to Division of Career and Technical Education (DCTE) before final payment is made.
10. The state may terminate this grant within 30 days after approval for violation of this agreement or applicable regulations.
11. Funds expended under this Act will not be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interest of the purchasing entity or its employee or any affiliate of such an organization.
12. State and local funds will be used in the schools that are receiving federal funds under the Act to provide services that, taken as a whole, are at least comparable to services being provided in schools that are not receiving such federal funds.
13. Individuals who are members of special populations will be provided with equal access to recruitment, enrollment and placement activities to the full range of career and technical education programs available to individuals who are not members of special populations, including occupationally specific courses of study, cooperative education, apprenticeship programs and, to the extent practicable, comprehensive career guidance and counseling services, and shall not be discriminated against on the basis of their status as members of special populations.
14. Career and technical education planning for individuals with disabilities will be coordinated between appropriate representatives of career and technical education, special education and state vocational rehabilitation agencies.
15. The provision of career and technical education will be monitored to ensure that disadvantaged students and students of limited English proficiency have access to such education in the most integrated setting possible.
16. Career and technical education programs/support activities funded under Title I, Part C, in a consortium arrangement shall be available to ALL students of the participating LEAs in the consortium.
17. No funds made available under this Act shall be used to require any secondary student to choose or pursue a specific career path or major.
18. No funds made available under this Act shall be used to mandate that an individual participate in a career and technical education program, including a career and technical program that requires the attainment of a federally funded skill level, standard or certificate of mastery.
19. No funds provided under this Act shall be used for the purpose of directly providing incentives or inducements to an employer to relocate a business enterprise from one state to another state if such relocation will result in a reduction in the number of jobs available in the state where the business enterprise is located before such incentives or inducements are offered.
20. No funds received under this Act may be used to provide career and technical education programs to students prior to the seventh grade, except that such students may use equipment and facilities purchased with funds under this Act.
21. The portion of any student financial assistance received under this Act that is made available for attendance costs described in subsection (section 325(b)) shall not be considered as income or resources in determining eligibility for assistance under any other program funded in whole or in part with federal funds. (Sec 325(a))
22. Funds made available under this Act may be used to pay for the costs of career and technical education services required in an individualized education plan developed pursuant to section 614(d) of the Individuals with Disabilities Education Act (IDEA) and services necessary to the requirements of section 504 of the Rehabilitation Act of 1973 with respect to ensuring equal access to career and technical education. (Sec. 325(C))
23. All programs, services and activities covered by this application will be conducted in accordance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the U. S. Office for Civil Rights Vocational Education Programs Guidelines for Eliminating Discrimination and Denial of Services on the Basis of Race, Color, National Origin, Sex and Handicap.
24. Statistical data (Student Enrollment, Concentrator Data, Standards and Measures) and financial and descriptive reports required by Division of Career & Technical Education (DCTE) will be

submitted on time.

25. When planning expenditure of Perkins funds, eligible recipients must describe how the requests are related to Perkins standards and measures outcomes, program improvement process (PIP) goals, program standards/competencies, and measurable student outcomes.

The assurances were fully agreed to on this date: 6/8/2016

These assurances have been agreed to by: Bret Birditt

SUMMER FOOD SERVICE PROGRAM APPLICATION/AGREEMENT

AGREEMENT, APPEAL RIGHTS AND NONDISCRIMINATION STATEMENT

Keep for your records; you are agreeing to abide by these requirements when you submit the SFSP iCAN application for approval.

THE REPORTING AND/OR RECORDKEEPING REQUIREMENTS CONTAINED IN THE APPLICATION AND AGREEMENT HAVE BEEN APPROVED BY THE OFFICE OF MANAGEMENT AND BUDGET IN ACCORDANCE WITH THE FEDERAL REPORTS ACT OF 1942.

In order to carry out the purpose of Section 13 of the National School Lunch Act (42 U.S.C. 1761) as amended, and the regulations governing the Summer Food Service Program for Children issued thereunder 7 CFR Part 225, (hereinafter referred to as the Summer Program), Child and Adult Nutrition Services (hereinafter referred to as the State Agency), and the sponsor whose name and address appear on the Combined Application Section of the Application/Agreement, covenant and agree as follows:

A. THE STATE AGENCY AGREES:

1. To reimburse the sponsor in connection with meals served in accordance with regulations under the Summer Program to the approved sites listed on Part I, F during the period stated.
2. To terminate a sponsor's participation in the Summer Program by written notice whenever it is determined by the State Agency that the sponsor has failed to comply with the rules of the Program.
3. To inform the sponsor of its right to request a review of decisions made by the State Agency which affect the participation of a sponsor in the Summer Program or the sponsor's claim for reimbursement.
4. To aid local agencies in requirements established under 7 CFR 225.16(a), it shall inform appropriate State Departments of Health that the Summer Program is operating.
5. To comply with and meet all responsibilities and requirements set forth in 7 CFR Part 225, Summer Food Service Program regulations.

B. THE SPONSOR/LOCAL AGENCY AGREES THAT:

1. It will comply with and meet all responsibilities and requirements set forth in 7 CFR Part 225, Summer Food Service Program regulations,
2. If it is a unit of local, municipal, county, tribal, or state government, or a private nonprofit organization, it will directly operate the program in accordance with 7 CFR 225.14(d).
3. It will accept final administrative and financial responsibility for total program operations at all sites listed in Part I, F of the application.
4. It will conduct a regularly scheduled food service for children from areas in which poor economic conditions exist, or qualify as a camp.
5. The sites at which summer school is in session are open both to children enrolled in summer school, and to all children residing in the area serviced by the site.
6. All sites will be monitored before program operations to ensure that all sites have the capability and the facilities to provide the meal service for the planned number of children.
7. It will provide capable supervisory and operational personnel for overall monitoring and management at each site.

8. When a sponsor's staff person identifies a problem, he/she will notify the site supervisor and/or authorized representative immediately for major infractions and by the end of the next operating day for minor infractions (see below for definition of major and minor infractions). The person notified will begin implementing corrective action immediately for major infractions and by the end of the next operating day (from time of notification) for minor infractions.

Upon request, all accounts and records pertaining to its Summer Food Service Program will be made available to the State Agency or its designee(s), to USDA Food and Nutrition Services, and to the Office of Inspector General for audit or review at a reasonable time and place. These representatives shall be provided reasonable private space accommodation to assure confidentiality to complete a review of documents and records.

Sponsors will be advised of state agency identified deficiencies with written notification following a review. Sponsors will begin implementing corrective action immediately for major infractions and by the end of the next operating day for minor infractions.

If an outside party notifies the state agency of a problem, state agency staff will follow the same criteria for notification as the sponsor's staff, and would expect the same follow-up.

In any of the above cases, the authorized representative or his/her designee will conduct a follow-up review within two operating days (from implementation of corrective action) for major infractions and within five operating days for minor infractions.

The sponsor will send the state agency a written response outlining the action taken for any deficiency brought to their attention by the state agency. This response will be sent within ten working days unless the state agency has granted an extension due to extenuating circumstances.

Major infractions include:

- any circumstance that
 - is/could be detrimental to the health and/or well-being of participating children;
 - denies eligible children access to the program
- claiming meals:
 - that do not meet meal pattern requirements;
 - served to adults;
 - in excess of number served;
 - for unapproved:
 - sites
 - meal types
 - dates
- claiming disallowed and/or unsubstantiated expenses;
- not reporting income to the program;
- submission of false information on SFSP forms;
- any infraction so identified by the state agency;

Minor infractions include:

- a few meals taken off site by children;
- a few meals with insufficient portion sizes;
- service of meals outside the approved meal time(s), with no resultant disruption of the entire meal service;
- records lacking sufficient detail and/or that occasionally are not kept up-to-date.

9. WARNING STATEMENT OF CRIMINAL PROVISIONS AND PENALTIES:

As established in Section 13 (o) of the National School Lunch Act (42 U.S.C. 1761 (o)):

- a. Whoever, in connection with any application, procurement, recordkeeping entry, claim for reimbursement, or other document or statement made in connection with the Program, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious, or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, or whoever, in connection with the Program, knowingly makes an opportunity for any person to defraud the United States, or does or omits to do any act with intent to enable any person to defraud the United States, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.
- b. Whoever being a partner, officer, director, or managing agent connected in any capacity with any partnership, association, corporation, business, or organization, either public or private, that receives benefits under the Program, knowingly or willfully embezzles, misapplies, steals, or obtains by fraud, false statement, or forgery, any benefits provided by this Program, or any money, funds, assets, or property derived from benefits provided by this Program, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both (but, if the benefits, money, funds, assets, or property involved is not over \$200, than the penalty shall be a fine of not more than \$1,000 or imprisonment for not more than one year, or both).
- c. If two or more persons conspire or collude to accomplish any act described in paragraphs (a)(4)(i) of Section 225.6, and one or more of such persons do any act to effect the object of the conspiracy or collusion, or property are of value of \$100 or more, be fined not more than \$25,000 or imprisoned not more than five years, or both, or if such funds, assets, or property are of a value of less than \$100, shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

10. TERMINATION PROCEDURES

As established by Section 225.11 (C) of the SFSP Regulations:

- a. The State agency shall terminate the Program agreement with any sponsor which it determines to be seriously deficient. However, the State agency shall afford a sponsor reasonable opportunity to correct problems before terminating the sponsor for being seriously deficient.
- b. The State agency may approve the application of a sponsor, which has been disapproved or terminated in prior years in accordance with this paragraph, if the sponsor demonstrates to the satisfaction of the State agency that the sponsor has taken appropriate corrective actions to prevent recurrence of the deficiencies. Serious deficiencies which are grounds for disapproval of applications and for termination include, but are not limited to, any of the following:
 - (1) Noncompliance with the applicable bid procedures and contract requirements of Federal child nutrition program regulations.
 - (2) The submission of false information to the State agency.
 - (3) Failure to return to the State agency any start-up or advance payments which exceeded the amount earned for serving meals in accordance with Part 225, or failure to submit all claims for reimbursement in any prior year, provided that failure to return any advance payments for months for

which claims for reimbursement are under dispute from any prior year shall not be grounds for disapproval in accordance with this paragraph.

- (4) Program violations at a significant proportion of the sponsor's sites. Such violations include, but are not limited to, the following:
 - (a) Noncompliance with the meal service time restrictions set forth in Section 225.16(c).
 - (b) Failure to maintain adequate records.
 - (c) Failure to adjust meal orders to conform to variations in the number of participating children.
 - (d) The simultaneous service of more than one meal to any child.
 - (e) The claiming of Program payments for meals not served to participating children.
 - (f) Service of a significant number of meals which did not include required quantities of all meal components.
 - (g) Excessive instances of off-site meal consumption.
 - (h) Continued use of food service management companies that are in violation of health codes.

c. Sponsors or sites which have been terminated in accordance with the provisions above shall be allowed to appeal in accordance with Section 225.13.

11. It will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d et seq.) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 & 50), and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that no person in United States shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the program applicant receives Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds; reimbursable expenditures; grant or donation of Federal property and interest in property, the detail of Federal personnel; and the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the program applicant by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the program applicant, its successors, transferees, and assignees as long as they receive assistance or retain possession of any assistance from the Department.

APPEAL PROCEDURES

A. ACTIONS WHICH CAN BE APPEALED

In accordance with 7 CFR 225.13, a sponsoring organization or a food service management company may appeal, by requesting a review, the following actions made by Child and Adult Nutrition Services, hereinafter referred to as the State Agency:

1. denial of an organization's application for participation;
2. denial of an application submitted by a sponsoring organization for a site;
3. termination of the participation of a sponsor or a site;
4. denial of an advance payment;
5. denial of all or a part of a claim for reimbursement (except for late submission under 225.9 (d)(6));
6. demand for the remittance of a payment;
7. refusal by the State Agency to forward to FNS an exception request by the sponsor for payment of a late claim or a request for an upward adjustment to a claim;
8. denial of a food service management company's application for registration; or
9. revocation of a food service management company's registration.

B. STATE AGENCY RESPONSIBILITIES

The sponsor or food service management company shall be advised in writing of the grounds upon which the State Agency based the action. The notice of action, which shall be sent by certified mail, return receipt requested, shall also include a statement indicating that the sponsor or food service management company has the right to appeal the action of the State Agency.

C. FILING AN APPEAL

1. The appellant shall have an opportunity to review any information upon which the action was based.
2. The appeal must be postmarked no later than two weeks from the date of receipt of the notice of action.
3. The appeal request must state whether the appellant desires the hearing office to review records only or if the appellant desires a hearing before the review official/hearing officer.
4. The appellant may refute the charges contained in the notice of action either in person or by filing written documentation with the review official. To be considered, written documentation must be submitted by the appellant within seven (7) days of submitting the appeal, must clearly identify the State Agency action being appealed, and must include a photocopy of the notice of action issued by the State Agency.
5. Mail the request to the Secretary, Department of Education, 800 Governors Drive, Pierre, SD 57501-2294.
6. The appellant may retain legal counsel or may be represented by another person.

D. PROCEDURES FOR HANDLING REVIEW

1. A hearing shall be held by the review official in addition to, or in lieu of, a review of written information submitted by the appellant only if the appellant so specifies in the letter requesting the appeal the action.
2. Failure of the appellant's representative to appear at a scheduled hearing shall constitute the appellant's waiver of the right to a personal appearance before the review official, unless the review official agrees to reschedule the hearing.
3. A representative of the State Agency shall be allowed to attend the hearing to respond to the appellant's testimony and written information and to answer questions from the review official.
4. If the appellant has requested a hearing, the appellant and the State Agency shall be provided with at least (5) days advance written notice, sent by certified mail, return receipt requested, of the time and place of the hearing.
5. The hearing shall be held within fourteen (14) days of the date of the receipt of the request for review, but, where applicable, not before the appellant's written documentation is received in accordance with paragraphs (4) and (5) of 225.13.
6. The review official shall be independent of the original decision making process.
7. A record regarding each review shall be kept by the State Agency for a period of three years following the date of the final determination of the appeal. Records may be kept in their original form or on microfilm. The record shall document the State Agency's compliance with these regulations and shall include the basis for the decision.

E. DETERMINATION OF THE REVIEW OFFICER

1. The review official shall make a determination based on information provided by the State Agency and the appellant, and in consistency with Summer Program regulations and policy.
2. Within five (5) working days after the appellant's hearing, or within five (5) working days after receipt of written documentation if no hearing is held, the reviewing official must make a determination based on a full review of the administrative record and inform the appellant of the determination of the review by certified mail, return receipt requested.

F. PROCEDURE PRIOR TO REVIEW

The State Agency's action shall remain in effect during the appeal process. However, participating sponsors and sites may continue operating under the Summer Program during an appeal or termination, and if the appeal results in overturning the State Agency's decision, reimbursement shall be paid for eligible meals served during the appeal process. However, such continued summer program operation shall not be allowed, if the State Agency's action is based on imminent danger to the health or welfare of children. If the sponsor or site has been terminated for this reason, the State Agency shall so specify in its notice of action.

G. FINAL DETERMINATION

The determination by the State review official is the final administrative determination to be afforded to the appellant.

NONDISCRIMINATION STATEMENT:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information

(e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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