

Date: June 29, 2017


To: Members of the South Dakota Board of Education

Re: Conflict of Interest Waiver Requests

Attached please find requests for a waiver from the South Dakota Board of Education concerning grant agreements between the South Dakota Department of Education and Lutheran Social Services. These grant agreements have been in existence during fiscal year 2016-2017, but only came to my attention recently. The term of two of these grants closes on June 30, 2017, and to make all efforts to ensure full disclosure in a timely manner, I am submitting these requests prior to the next regularly scheduled meeting.

I request that you consider and approve these waiver requests at the meeting of the Board on July 17, 2017, and will be available to answer questions concerning the waiver requests during the meeting.

Sincerely,

A handwritten signature in cursive script that reads "Susan Aguilar". The signature is written in black ink and is positioned above the printed name.

Susan Aguilar

REQUEST FOR STATE BOARD WAIVER

THIS IS A PUBLIC DOCUMENT

Date: 6/28/2017

Name of Board Member or Former Board Member: *Susan Aguilar*

Name of Board, Authority or Commission: *South Dakota Board of Education*

Brief explanation of your potential conflict of interest:

My husband sits on the board of directors of Lutheran Social Services (LSS), which receives grants funds from the South Dakota Department of Education, Division of Child and Adult Nutrition Services, regarding United States Department of Agriculture (USDA) School Nutrition Programs.

Brief explanation of the current or anticipated business transaction with a State agency or with a political subdivision of the State and your role in the transaction:

This grant agreement exists between the SDDOE Division of Child and Adult Nutrition Services and LSS. I have no role in the transaction, as the Board of Education does not approve or administer grant applications and agreements. I do not play any role in administration of the contract.

Brief explanation of the essential terms of the contract or transaction:

The grant agreement and attestations, and grant award notifications, are attached as Exhibits 1 and 2. The agreement covers reimbursement for meals served through the school nutrition programs, specifically school lunch, breakfast, and snack programs. The reimbursement rates are set out in Exhibit 3. The term of the agreement is July 1, 2016, to June 30, 2017. The total yearly funds disbursed is approximated at \$175,000 (2015-2016 total was \$157,693.20)

Brief explanation of why you believe a waiver should be granted:

I played no role in the awarding of this grant, and my household receives no income or benefit as a result of the agreement between LSS and the DOE. I requested the waiver as soon as I became aware of the agreement in order to provide as much disclosure as possible regarding this agreement, despite the term ending on June 30, 2017. In addition, the services provided under the agreement serve the public interest.

Signature of Person Requesting Waiver: _____

Susan Aguilar

AGREEMENT AND ATTESTATIONS
for United States Department of Agriculture School Nutrition Programs
Administered by the State of South Dakota
Department of Education Child and Adult Nutrition Services

I hereby certify that neither the Local Agency/Sponsor nor its principals or authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the State any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds and/or USDA Foods. The State may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of the Local Agency/Sponsor, I hereby agree to comply with all state and federal laws and regulations governing the listed USDA Food and Nutrition Service (FNS) Programs below administered by the State. In accordance with Federal law and U.S. Department of Agriculture policy, this Sponsor does not discriminate on the basis of race, color, national origin, sex, age, or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, 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 it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

In accordance with South Dakota state law, SDCL 1-56-10, regarding grant agreements, I attest that:

- (1) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;



AGREEMENT AND ATTESTATIONS

for United States Department of Agriculture School Nutrition Programs
Administered by the State of South Dakota

Department of Education Child and Adult Nutrition Services

- (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.

By signing this agreement and attestation, I certify that I am authorized to make this agreement and attestation on behalf of the Local Agency/Sponsor for the following US Department of Agriculture programs applications to the South Dakota Department of Education for School Year 2016-2017.

Federal Regulations Part	Program Name
7 CFR 210	National School Lunch Program, including Afterschool Snack and Seamless Summer Option
7 CFR 215	Special Milk Program for Children
7 CFR 220	School Breakfast Program, including Seamless Summer Option
7 CFR 245	Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools
7 CFR 250	USDA Foods for National School Lunch Program
2 CFR 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

If you, the recipient or sub recipient, have concerns regarding the requirements listed above, please contact your state agency representative before signing this form.

Lutheran Social Services

Local Agency/Sponsor Name

David Colwill

Authorized Representative Name and title(printed or typed)

David Colwill

4-10-17

Signature

Date

RECEIVED

APR 12 2017

Child & Adult
Nutrition Services

South Dakota Department of Education

800 Governors Drive
Pierre, SD 57501-2294

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GRANT AWARD NOTIFICATION

<p>Name and Address of Subrecipient: Lutheran Social Services - Sioux Falls 705 E 41st Street Ste. 200</p> <p>Sioux Falls, SD 57105</p> <p>DUNS Number: 42374876</p>	<p>SDDOE Program Contact: Cheriee Watterson / 605-773-2213 / cheriee.watterson@state.sd.us</p> <p>SDDOE Fiscal Contact: Jackie Mattheis / 605-773-3456 / jacquelynn.mattheis@state.sd.us</p>
<p>Project:</p> <p>Current Subaward \$0</p> <p>Reallocation \$0</p>	<p>Grant Period: 7/1/2016 to 9/30/2016</p>
<p>Program Title: School Lunch Program (Lunch)</p> <p>Catalog of Federal and Domestic Assistance (CFDA): 10.555</p>	
<p>Source: US Department of Agriculture</p> <p align="right">Current Year</p> <p>Federal Award Identification Number (FAIN): 16163SD310N1099</p> <p>Federal Award Date: 01/12/2016</p>	
<p>Terms and Conditions of Award</p> <p>This is not an R and D subaward.</p> <p>Requirements for Federal System for Award Management (SAM) - The sub recipient must maintain the currency of its information in the SAM until the final financial report required is submitted under this award or the final payment is received, whoever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.</p> <p>This grant is subject to the award periods listed above. Obligations for each award must occur within each award's specific grant period.</p> <p>This grant is subject to the timeline and procedures describe in the applications, agreements and policy statements.</p> <p>This grant is subject to provisions of the National School Lunch Act, Child Nutrition Act and their subsequent regulations, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards in 2 CFR 200.</p> <p>If the sub recipient identified in the GAN is a public local education agency the indirect cost rate indicated on the LEA's current indirect cost rate agreement from the SD DOE applies to this award.</p> <p>Requirement for Data Universal Numbering System (DUNS) Numbers - No potential sub recipients may receive a subaward from SD DOE unless the entity has provided its DUNS Number to SD DOE.</p> <p>The sub recipient must make timely corrections to deficiencies in program operations that are identified through audits, monitoring or evaluation.</p>	
<p>SDDOE Approvals:</p> <p><u>Approved by: SKangas on 11/02/2016</u></p>	

South Dakota Department of Education

800 Governors Drive
Pierre, SD 57501-2294

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GRANT AWARD NOTIFICATION

<p>Name and Address of Subrecipient: Lutheran Social Services - Sioux Falls 705 E 41st Street Ste. 200</p> <p>Sioux Falls, SD 57105</p> <p>DUNS Number: 42374876</p>	<p>SDDOE Program Contact: Cherree Watterson / 605-773-2213 / cherree.watterson@state.sd.us</p> <p>SDDOE Fiscal Contact: Jackie Mattheis / 605-773-3456 / jacquelynn.mattheis@state.sd.us</p>
<p>Project:</p> <p>Current Subaward \$0</p> <p>Reallocation \$0</p>	<p>Grant Period: 10/1/2016 to 6/30/2017</p>
<p>Program Title: School Lunch Program (Lunch)</p> <p>Catalog of Federal and Domestic Assistance (CFDA): 10.555</p>	
<p>Source: US Department of Agriculture</p> <p align="right">Current Year</p> <p>Federal Award Identification Number (FAIN): 173SD310N1099</p> <p>Federal Award Date: 01/04/2017</p>	
<p>Terms and Conditions of Award</p> <p>This is the initial Grant Award Notification. The final award will be posted at the closeout of the grant period. The amount of the grant award will be depended upon the number of meals served and reported to the SD DOE.</p> <p>This is not an R and D subaward.</p> <p>Requirements for Federal System for Award Management (SAM) - The sub recipient must maintain the currency of its information in the SAM until the final financial report required is submitted under this award or the final payment is received, whoever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.</p> <p>This grant is subject to the award periods listed above. Obligations for each award must occur within each award's specific grant period.</p> <p>This grant is subject to the timeline and procedures describe in the applications, agreements and policy statements.</p> <p>This grant is subject to provisions of the National School Lunch Act, Child Nutrition Act and their subsequent regulations, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards in 2 CFR 200.</p> <p>If the sub recipient identified in the GAN is a public local education agency the indirect cost rate indicated on the LEA's current indirect cost rate agreement from the SD DOE applies to this award.</p> <p>Requirement for Data Universal Numbering System (DUNS) Numbers - No potential sub recipients may receive a subaward from SD DOE unless the entity has provided its DUNS Number to SD DOE.</p> <p>The sub recipient must make timely corrections to deficiencies in program operations that are identified through audits, monitoring or evaluation.</p>	
<p>SDDOE Approvals:</p> <p>Approved by: SKangas on 11/02/2016</p>	

School Nutrition Programs



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Claim Rates for SNP Rate Year: July 1, 2016 to June 30, 2017

Federal Reimbursement Rates

National School Lunch Program

	Section 4		Section 11	
	High	Low	High	Low
Free	0.3200	0.3000	2.8600	2.8600
Reduced	0.3200	0.3000	2.4600	2.4600
Paid	0.3200	0.3000	0.0000	0.0000

School Breakfast Program

	Severe Need	Non-Severe Need
Free	2.0400	1.7100
Reduced	1.7400	1.4100
Paid	0.2900	0.2900

After School Meal Supplements

	Area Eligible	Regular
Free	0.8600	0.8600
Reduced	N/A	0.4300
Paid	N/A	0.0700

Special Milk Program

Paid	0.1975
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Federal Performance-Based Reimbursement Rates

July	0.0600	November	0.0600	March	0.0600
August	0.0600	December	0.0600	April	0.0600
September	0.0600	January	0.0600	May	0.0600
October	0.0600	February	0.0600	June	0.0600

Created By: PamMcGinn on 8/3/2016 9:38:31 AM Modified By: jacklemathais on 8/4/2016 2:47:08 PM

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EXHIBIT

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REQUEST FOR STATE BOARD WAIVER

THIS IS A PUBLIC DOCUMENT

Date: 6/28/2017

Name of Board Member or Former Board Member: *Susan Aguilar*

Name of Board, Authority or Commission: *South Dakota Board of Education*

Brief explanation of your potential conflict of interest:

My husband sits on the board of directors of Lutheran Social Services (LSS), which receives grants funds from the South Dakota Department of Education, Division of Child and Adult Nutrition Services, regarding the Child and Adult Care Food Program (CACFP).

Brief explanation of the current or anticipated business transaction with a State agency or with a political subdivision of the State and your role in the transaction:

This grant agreement exists between the SDDOE Division of Child and Adult Nutrition Services and LSS. I have no role in the transaction, as the Board of Education does not approve or administer grant applications and agreements. I do not play any role in administration of the contract.

Brief explanation of the essential terms of the contract or transaction:

The grant certification and original assurances are attached as Exhibits 1 and 2. The agreement covers reimbursement for meals served through the CACFP program, specifically lunch, breakfast, and snack programs in child day care centers, family and group day care homes, and adult day care centers via LSS. The reimbursement rates are set out in Exhibit 2. The term of the agreement is October 1, 2016, to September 30, 2017.

Brief explanation of why you believe a waiver should be granted:

I played no role in the awarding of this grant, and my household receives no income or benefit as a result of the agreement between LSS and the DOE. I requested the waiver as soon as I became aware of the agreement in order to provide as much disclosure as possible regarding this contract. In addition, the services provided under the agreement serve the public interest.

Signature of Person Requesting Waiver: *Susan Aguilar*

Child and Adult Care Food Program Annual Information Certification

Directions: Insert the name of your local agency on the blank lines. Review the certification statements that are listed for your type of facility (independent center or sponsoring organization). Have the Authorized Representative, CEO, Owner, Board President, Superintendent, or Tribal Chair complete the information at the bottom of the page. Return this page with an original signature.

This is to certify that LSS of SD meets all of the requirements for renewing institutions contained in 7 CFR 226.6(b)(2). This agency certifies that:

For All Agencies (independent centers and sponsoring organizations):

- The names, mailing addresses, and dates of birth of all current institution principals have been reviewed and updated within the ICAN application;
- The agency itself, and the responsible principals and individuals (as listed in the ICAN application), are not currently on the CACFP National Disqualified List;
- The agency itself, and the responsible principals and individuals (as listed in the ICAN application), have not been determined ineligible for any other publicly funded program due to violation of that program's requirements in the past seven years;
- No responsible principals or individuals of the local agency have been convicted of any activity that occurred during the past seven years that would indicate a lack of business integrity; and
- The agency is currently compliant with the required performance standards of financial viability, financial management, administrative capability, and program accountability as described in 7 CFR 226.6(b)(2)(vii).
- The management plan (and all attachments to that plan) submitted in 2014-2015 (or the first year of CACFP operations if started after 2014-2015) is complete and up to date;
- The site application(s) has (have) been reviewed and revised, as needed to reflect current operations at the site(s).

For Sponsoring Organizations Only:

- No sponsored facility or principals of a sponsored facility is currently on the CACFP National Disqualified List; and
- The outside employment policy most recently submitted to the State agency remains current and in effect.

Any of the above information that has changed since the permanent application was submitted has already been submitted to the State agency or is being submitted with this certification. I certify that the above information is true and correct.

Rebecca Keesow Knudsen

Printed Name and Title (of Authorized Representative, CEO, Owner, Board President, Superintendent, Tribal Chair, or individual with a comparable title)

RKKn

Signature of Individual Listed Above

10/19/16

Date



Claim Rates for CACFP

Federal Reimbursement Operating Rates - July 1, 2016 to June 30, 2017

Breakfast	
	<u>Maximum Reimbursement</u>
Free	3.7100
Reduced	1.4100
Paid	0.2900

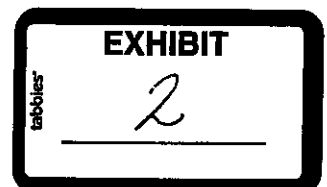
Lunch	
	<u>Maximum Reimbursement</u>
Free	3.1600
Reduced	2.7600
Paid	0.3000
CIL	0.2300

Supper	
	<u>Maximum Reimbursement</u>
Free	3.1600
Reduced	2.7600
Paid	0.3000
CIL	0.2300

Snack	
	<u>Maximum Reimbursement</u>
Free	0.8600
Reduced	0.4300
Paid	0.0700

At Risk Snack	
	<u>Maximum Reimbursement</u>
Free	0.8600

At Risk Supper	
	<u>Maximum Reimbursement</u>
Free	3.1600



REQUEST FOR STATE BOARD WAIVER

THIS IS A PUBLIC DOCUMENT

Date: 6/28/2017

Name of Board Member or Former Board Member: *Susan Aguilar*

Name of Board, Authority or Commission: *South Dakota Board of Education*

Brief explanation of your potential conflict of interest:

My husband sits on the board of directors of Lutheran Social Services (LSS), which receives grants funds from the South Dakota Department of Education, regarding 21st Century Community Learning Centers.

Brief explanation of the current or anticipated business transaction with a State agency or with a political subdivision of the State and your role in the transaction:

This grant agreement exists between the SDDOE and LSS. I have no role in the transaction, as the Board of Education does not approve or administer grant applications and agreements. I do not play any role in administration of the contract.

Brief explanation of the essential terms of the contract or transaction:

The grant award notification and grant assurances are attached as Exhibits 1 and 2. The primary purpose of the grant is to provide after-school services for English language learners. The agreement is a multi-year agreement that has been in existence since 2012, but a yearly continuation award is issued and LSS signed renewed assurances during this grant award period. Out of an abundance of caution, I am requesting a waiver for this grant agreement because a continuation award was issued after July 1, 2016.

Brief explanation of why you believe a waiver should be granted:

I played no role in the awarding of this grant, and my household receives no income or benefit as a result of the agreement between LSS and the DOE. I requested the waiver as soon as I became aware of the agreement in order to provide as much disclosure as possible regarding this contract, despite the contract term ending on June 30, 2017. In addition, the services provided under the agreement serve the public interest.

Signature of Person Requesting Waiver: *Susan Aguilar*

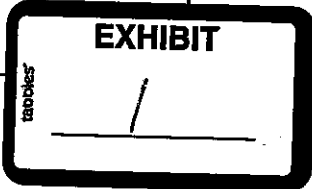
South Dakota Department of Education

800 Governors Drive
Pierre, SD 57501-2294

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GRANT AWARD NOTIFICATION

<p>Name and Address of Subrecipient: Lutheran Social Services - Sioux Falls 80-021 705 E 41st Street Ste. 200 Sioux Falls, SD 57105 DUNS Number: 042374876</p>	<p>SDDOE Program Contact: Sue Burgard / (605) 773-6400 / Sue.Burgard@state.sd.us SDDOE Fiscal Contact Mark Gageby / (605) 773-3248 / Mark.Gageby@state.sd.us</p>
<p>Project: A0 - Lutheran Social Services of South Dakota Current Subaward \$150,000 Reallocation \$0</p>	<p>Amendment 1 approved on 02/22/2017 Grant Period: 07/01/2016 to 06/30/2017</p>
<p>Program Title: 21st Century Community Learning Centers Catalog of Federal and Domestic Assistance (CFDA): 84.287C</p>	
<p>Source: US Department of Education</p> <p align="right">Current Year</p> <p>Federal Award Identification Number (FAIN): S287C160042 Federal Award Date: 07/01/2016</p>	
<p>Terms and Conditions of Award</p> <p>This grant is made subject to the provisions of all applicable acts and regulations. This grant is subject to the provisions of Title IX of the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001, the General Education Provisions Act (GEPA) and the Education Department General Administrative Regulations (EDGAR), 34 CFR Parts 76, 77, and 82, 2 CFR 3485, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 3474.</p> <p>The subrecipient must permit the SD DOE and auditors to have access to the subrecipient's records and financial statements as necessary for the SD DOE to meet the requirements of 2 CFR Part 200. The subrecipient must make timely corrections to deficiencies in program operations that are identified through audits, monitoring or evaluation. The subrecipient is required to submit periodic performance reports as requested by the SD DOE. The subrecipient is required to submit a final financial status report to the SD DOE within 90 days from the end of the grant period. The subrecipient may submit a written request to carryover no more than 25 percent of this subaward for use in the next award period. The carryover request must be submitted to the SD DOE within 90 days from the end of the grant period and carryover will only be allowed if the request is approved by the SD DOE. Funds may not be carried forward beyond the 5 year project period. If the subrecipient identified in the GAN is a public local education agency and the SD DOE approves its negotiated restricted indirect cost rate, the rate is indicated in the SD DOE's Grants Management System (GMS). For other subrecipients the restricted indirect cost rate agreement approved by a federally recognized cognizant agency applies. Subrecipients without a current approved indirect cost rate agreement from a federally recognized cognizant agency cannot claim indirect costs. Requirement for Federal System for Award Management (SAM) - The subrecipient must maintain the currency of its information in the SAM until the final financial report required is submitted under this award or the final payment is received, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Requirement for Data Universal Numbering System (DUNS) Numbers - No potential subrecipients may receive a subaward from SD DOE unless the entity has provided its DUNS number to SD DOE. This is not an R and D subaward.</p>	
<p>SDDOE Approvals:</p> <p>Approved by: Rob Huffman on 02/22/2017 Administrator, Office of Grants Management</p>	



Common Assurances for Federal Programs

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 these 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.



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 a 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 judgement 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 OPW'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 handicap; (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 Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), 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 of 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. 469a-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: 11/22/2016

These assurances have been agreed to by: Jenn Tanno

21st CCLC Continuation 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.

General ASSURANCES for 21st Century Community Learning Centers Proposal

Contractors are required to submit assurances, applicable to each of the 21st Century Community Learning Center programs included in the proposal, assuring:

1. The applicant will assure that the program will primarily target students who attend schools eligible for schoolwide programs under section 1114 and the families of such students;
2. The applicant will transport students only in vehicles that meet applicable safety standards;
3. The applicant will develop the program and will actively collaborate with the schools the students attend;
4. The applicant will enter the submission, provide for public availability and review of the application and any waiver request.
5. That the contractor will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, funds paid to the proposer under the 21st Century Community Learning Centers program.
6. The applicant will conduct the program in a safe and easily accessible facility that complies with all health, fire and safety requirements; facilities other than an elementary, middle, or secondary school must be at least as available and accessible to the participants as if the program were located in an elementary or secondary school;
7. Applicant will coordinate and collaborate, to the extent feasible and necessary as determined by the applicant, with other agencies providing services to children, youth, and families, including health and social services.

The assurances were fully agreed to on this date: 11/22/2016

These assurances have been agreed to by: Jenn Tanno