

AGREEMENT FOR CHILD NUTRITION PROGRAMS

This is not an application to participate in a Child Nutrition Program (CNP)

<u>Child Nutrition Program</u>	<u>Agency/Subagency</u>	<u>CFDA #</u>	<u>Program Title</u>
School Lunch	USDA/Food and Nutrition Service	10.555	National School Lunch Program
- Including Food Distribution	USDA/Food and Nutrition Service	10.555	USDA Foods Distribution Program
Afterschool Snack	USDA/Food and Nutrition Service	10.555	National School Lunch Program
School Breakfast	USDA/Food and Nutrition Service	10.553	School Breakfast Program
Special Milk	USDA/Food and Nutrition Service	10.556	Special Milk Program
Summer Camp Special Milk	USDA/Food and Nutrition Service	10.556	Summer Camp Special Milk
Summer Food Service Program	USDA/Food and Nutrition Service	10.559	Summer Food Service Program
Child and Adult Care Food Program	USDA/Food and Nutrition Service	10.558	Child and Adult Care Food Program

This Permanent Single Agreement (Agreement) is required by the United States Department of Agriculture (USDA). State agencies must provide Sponsors with a single Agreement when a state agency administers any combination of the USDA Child Nutrition Programs (CNP).

[7 CFR 210.9\(b\)](#)

This Agreement replaces all previous Agreements with the Michigan Department of Education for each CNP and each sponsor indicated on page 2.

This Agreement will be effective starting on the approval date and will remain in effect unless terminated. The termination process is described in Section 4 – *Terminating this Agreement*.

By signing this Agreement, the Sponsor agrees to fulfill all requirements for any CNP they participate in.

The Sponsor must fulfill all requirements in the documents they submit as part of each CNP application, in addition to the requirements of this Agreement.

1. DEFINITIONS OF TERMS USED IN THIS AGREEMENT

Sponsor: In this document, the institution, recipient agency, organization, or School Food Authority shall be referred to as "Sponsor." All other definitions in this agreement mirror, in most cases, the definitions provided under the Code of Federal Regulations. Accordingly, citations to the CFR appear under each definition to the extent possible. In the event of a conflict, the definitions provided in the CFR control.

Child Nutrition Programs (CNP): Federally funded nutrition programs administered by the United States Department of Agriculture according to the National School Lunch Act, as amended through P. L. 118-42, enacted March 9, 2024.

[60 Stat. 230, 42-USC 1751](#)

and the Child Nutrition Act of 1966, as amended through P. L. 117-362, effective January 5, 2023.

80 Stat. 885, 42-USC 1771

For this Agreement, Child Nutrition Programs include:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Special Milk Program (SMP)
- Summer Camp Special Milk (SCSM)
- Afterschool Snack Program (ASP)
- Seamless Summer Option (SSO) of the NSLP
- Food Distribution Program (FDP)
- Child and Adult Care Food Program (CACFP)
- Summer Food Service Program (SFSP)

These programs are referred to as Child Nutrition Programs or CNPs. CNPs are subject to all current and future regulations in carrying out statutes.

DEFINITIONS

Federal Assistance: Any funding, property, or aid that is provided to a state agency, sponsor, School Food Authority (SFA), institution, or recipient agency to provide CNP benefits or services to eligible participants.

Institution: A sponsoring organization, childcare center, at-risk afterschool care center, emergency shelter, or adult day care center that enters into an Agreement with the state agency to assume final administrative and financial responsibility for CNP operations.

7 CFR Part 226

Recipient Agency (RA): Agencies or organizations that receive donated USDA foods.

7 CFR Part 250, Food Distribution Program

School: An educational unit.

7 CFR Parts 210, 215 and 220

School Food Authority (SFA): The governing body responsible for the administration of one or more schools and has the legal authority to enter into an Agreement with the state agency to operate CNPs.

7 CFR Parts 210, 215 and 220

Sponsor: In this document, the institution, recipient agency, organization, or SFA shall be referred to as "Sponsor." Specific programs also provide a definition of Sponsor applicable to those programs.

7 CFR parts 210, 215, 220, 225, 226, 240, and 250

State Agency (SA): The state educational agency approved by the United States Department of Agriculture to administer CNPs within the state.

7 CFR Parts 210, 215, 220, 225, 226, 240, and 250

For the purposes of this Agreement, the state agency is the Michigan Department of Education.

2. MICHIGAN DEPARTMENT OF EDUCATION (MDE) RESPONSIBILITIES

A. The Michigan Department of Education agrees to amend, reimburse, or make advance payments to Sponsors providing milk, breakfasts, lunches, suppers, or supplemental food to those eligible according to the following applicable federal regulations:

National School Lunch Program Regulations

[\(7 CFR Part 210\)](#)

Special Milk Program and Summer Camp Special Milk Regulations

[\(7 CFR Part 215\)](#)

School Breakfast Program Regulations

[\(7 CFR Part 220\)](#)

Summer Food Service Program Regulations

[\(7 CFR Part 225\)](#)

Child and Adult Care Food Program Regulations

[\(7 CFR Part 226\)](#)

Determining Eligibility for Free and Reduced-price Meals and Free Milk in Schools

[\(7 CFR Part 245\)](#)

Food Distribution Program Regulations

[\(7 CFR Part 250\)](#)

B. The Michigan Department of Education's reimbursement or advance payments to the Sponsor is dependent on:

- 1) receiving federal funding for the purposes described above
- 2) the Sponsor's continued eligibility to receive the federal funds

C. The Michigan Department of Education agrees to make payments, where applicable, in a way that follows 7 CFR Part 240 (Cash in Lieu of Donated Foods) and any amendments

[7 CFR Part 240](#)

and/or donate foods to the Sponsor in accordance with 7 CFR Part 250

[7 CFR Part 250](#)

3. SPONSOR RESPONSIBILITIES

A. The Sponsor agrees to:

- 1) accept federal funds and/or donated foods to operate CNPs in a way that follows all applicable CNP regulations and amendments
- 2) to comply with all provisions, Michigan statutes, administrative rules, policy manuals, memoranda, guidance and instructions, and any instructions or procedures issued by the United States Department of Agriculture or the Michigan Department of Education.

B. The Sponsor also agrees to administer CNPs funded under this Agreement according to the provisions of 2 CFR Part 200

[2 CFR Part 200](#)

with further clarification issued in 2 CFR Parts 400, 415, 416, et al. (79 FR 75981), as applicable.

[2 CFR Parts 400, 415, 416](#), et al. (79 FR 75981)

C. The Sponsor will notify the Michigan Department of Education whenever significant changes occur in its CNP operations.

4. TERMINATING THIS AGREEMENT

This Agreement will be effective starting with the Michigan Department of Education's program manager's approval and will remain in effect unless terminated.

The Michigan Department of Education may terminate the Sponsor's participation in any CNP covered in this Agreement by following the grant close-out procedures, as applicable.

Close out procedures found in [2 CFR Parts 200.344](#)

If the Michigan Department of Education terminates the Sponsor's participation in any CNP, the action may also result in the termination of the Sponsor's participation in all CNPs.

Either party may terminate this agreement by **giving at least 30 days' written notice for NSLP, SBP, SMP, SCSM, ASP, SFSP, and CACFP**. Upon termination or expiration of this Agreement, the Sponsor will receive no further reimbursement from the Michigan Department of Education except reimbursement for breakfasts, lunches, suppers, snacks, or milks served on or prior to the termination or expiration date of this Agreement. The obligations of the Michigan Department of Education under the regulations listed above will continue until the requirements have been completed.

Either party may terminate this agreement by **giving at least 60 days' written notice for Food Distribution Programs (FDP)**.

[\(7 CFR 250.4\(c\)\(5\)\)](#)

After receiving evidence that the Sponsor has not fully complied with the terms and conditions of the agreement, the FDP may terminate this agreement immediately by notifying the Sponsor in writing. If a Sponsor receives a termination notice, the Sponsor agrees to comply with the instruction of the FDP to either distribute or re-donate all remaining inventories of United States Department of Agriculture foods following the provisions of this Agreement.

Even if this Agreement is terminated or expires, the Sponsor must still maintain and retain records as described in this document and make such records available for audit or investigation. Sponsors must keep records for three years after the date of the final claim for reimbursement in the fiscal year to which they apply.

For example, if the Sponsor submits a May 2024 final claim, records must be kept on file until May 2028. If audit or review findings have not been resolved, the records shall be kept beyond the three-year period and as long as required to resolve the issues raised by the audit or review.

5. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

(United States Department of Agriculture)

The Sponsor hereby agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)

(42 U.S.C. 2000d et seq.)

2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)

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3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)

(29 U.S.C. 794)

4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)

(42 U.S.C. 6101 et seq.)

5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189)

(42 U.S.C. 12131-12189)

6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000)

[Executive Order 13166](#)

7. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.)

[\(7 CFR Part 15 et seq.\)](#)

8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3)

[\(28 CFR Parts 35, 42 and 50.3\)](#)

9. Food and Nutrition Service (FNS) directives and guidelines state that no person, based on race, color, national origin, sex, age, or disability, will be:

- a. excluded from participating in

- b. denied the benefits of
- c. subject to discrimination under any program or activity which the CNP applicant receives Federal financial assistance from USDA; and assures it will immediately take measures necessary to bring about this Agreement; and

10. The United States Department of Agriculture's (USDA) nondiscrimination statement states that

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: USDA Program Discrimination Complaint Form, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
- 2. fax: (833) 256-1665 or (202) 690-7442; or
- 3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

This assurance is required for receiving any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grants or donation of Federal property and interest in property, the detail of Federal personnel, 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 that 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 CNP applicant by USDA. This includes any Federal agreement, arrangement or other contract that 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 Sponsor agrees to collect data, maintain records, and submit records and reports as required, to allow effective enforcement of nondiscrimination laws. The Sponsor also agrees to permit authorized USDA personnel to review and copy any records, books, and accounts, access facilities, and interview personnel to determine compliance with the nondiscrimination laws during hours of program operation.

If there are any violations of this assurance, the USDA Food & Nutrition Services has the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, and assignees as long as it receives assistance or keeps possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

6. PROTECTING THE RIGHTS AND PRIVACY OF PARENTS AND STUDENTS

As required by 88 Stat. 571. 20 USC 1232 (g), Public Law 93-380, Education Amendments of 1974,

88 Stat. 571. 20 USC 1232 (g) , Public Law 93-380, Education Amendments of 1974

the Sponsor will agree and guarantee to:

1. permit the parents or legal guardians of children eligible to participate in the named CNPs to inspect and review any and all official records, files, and data directly related to their children
2. provide an opportunity for a hearing to challenge the content of their child's records, to make sure the records are accurate, not misleading or otherwise violating the privacy or other rights of the children or their parents
3. not permit the release of children's personally identifiable records or files (or personal information contained in those files) without the consent of their parents or legal guardians to any individual, agency, or organizations, except the following:
 - a. other school officials who have legitimate educational interests
 - b. officials of state health or state education programs
 - c. officials of other schools or school systems in which the student intends to enroll, on the condition that the child's parents or legal guardians be notified of the transfer, receive a copy, if desired, and have an opportunity for a hearing to challenge the content of the record
 - d. officials of federal, state, or local means-tested nutrition programs with eligibility standards comparable to the NSLP
 - e. an administrative head of an education agency, or state educational authority in connection with an audit and evaluation of Federally supported education

programs, or in connection with the enforcement of the Federal legal requirements that relate to such programs provided that, except when a collection of personally identifiable data is specifically authorized by Federal law. Any data collected by such officials with respect to a student will not include any information (including social security numbers) that would permit the personal identification of the student or their parents after the data has been shared.

The Sponsor agrees the nondiscrimination policy procedures will be established and implemented, as appropriate, following applicable regulations for the named CNPs.