

Ashford Board of Education
Ashford, Connecticut
Meeting Agenda
October 18, 2018
7:00 pm
Ashford School
District Office Conference Room 14

1. Call To Order
2. Communications
3. Opportunity for Public Comment
4. Approval of Minutes: 09/20/18; 10/04/18
5. District Administrative Reports (Superintendent, Business Manager, Director of Pupil Personnel)
6. Administrative Reports (Principal, Asst. Principal)
7. New Business
 - a. Request Approval of Leave of Absence
 - b. Authorization to Submit Consolidated Grant Applications
 - c. USDA Child Nutrition Program Agreement
 - d. First Reading of Policies (Series 1000: Visitors) (Series 5000: Administration of Medications; Attendance, Truancy Chronic Absenteeism; Drug and Alcohol Use by Students; Food Allergies and/or Glycogen Storage Disease; Health Assessments; Immunizations; Restraint and Seclusion; Student Discipline; Student Records)
8. Old Business
 - a. Facilities Update
 - b. FY 20 Budget Planning Follow Up
9. Next Meeting Date/Agenda Items
10. Second Opportunity for Public Comment
11. Superintendent Evaluation (Executive Session Anticipated)
12. Adjournment

Ashford Board of Education Goals

Curriculum – Ensure a Kindergarten to 8th grade curriculum that challenges students to use methods of inquiry to solve problems, think critically, and express themselves creatively and effectively.

Financial - Develop a budget that ensures the best possible education while being fiscally responsible to taxpayers.

Culture - Foster an environment of physical and emotional health and wellness for all. Support a community that recognizes professional expertise and provides diverse opportunities that enhance teaching and learning.

Community Relations and Facilities - Provide opportunities for enhanced community engagement and serve as a leader for Ashford in enhancing energy efficiency, developing a maintenance and restoration plan that extends the school's useful life and demonstrates environmental responsibility.

All meetings, conferences, programs and activities at Ashford School are available, without discrimination, to individuals with disabilities as defined by the Rehabilitation Act of 1973 and/or Title II of the American with Disabilities Act. Individuals with disabilities requesting relocation of this meeting should call the Superintendent at 429-1927 or e-mail a request to jplongo@ashfordct.org not later than 2 working days prior to the meeting. Hearing impaired individuals may communicate their request for accommodations by using the e-mail address above, or calling the State of CT TDD relay service (800) 842-2880 or the national relay service number (800) 855-2880.



Jennifer Barsaleau <jbarsaleau@ashfordct.org>

Fwd: PHP thanks

1 message

Garrett Dukette <gdukette@ashfordct.org>
To: Jennifer Barsaleau <jbarsaleau@ashfordct.org>

Wed, Oct 10, 2018 at 11:37 AM

Maybe we can include this in the next BOE packet?

Garrett Dukette

Assistant Principal

Ashford School

860-429-6419 x368

"If you don't like something, change it. If you can't change it, change your attitude."

- Maya Angelou

----- Forwarded message -----

From: **Sherry York** <syork@ashfordtownhall.org>

Date: Wed, Oct 10, 2018 at 11:35 AM

Subject: PHP thanks

To: Garrett Dukette <gdukette@ashfordct.org>

Dear Garrett,

On behalf of Ashford residents, the Recreation Commission and myself I wanted to formally thank you and all the volunteers that came out on the morning of Saturday Sept. 29th to help our community. The trail clearing, mulch moving and painting of the rails on the bridges at Pompey Hollow Park was very much needed and a good project for our group of students. How nice to work with the Eastern students as well, it was a good collaborative effort.

Thanks again for working with us. Together we are building community through people, parks, and programs!

Sherry York

Ashford Board of Education
Regular Meeting Minutes – September 20, 2018
7:00 pm
Ashford School District Office Conference Room

Note: Per CGS 10-218, Board of Education Meeting Minutes are provided in a draft format within 48 hours of the date the meeting was held. With the exceptions of motions and votes recorded, the minutes are unofficial until they have been read and approved by a majority vote by the Board. Should edits be necessary, they will be made at a regularly scheduled meeting, noted in the meeting minutes, and so voted upon.

Call to Order

Board Chair J. Lippert called the meeting to order at 7:17 pm. Present were members J. Urban, K. Warren, J. Calarese, L. Donegan and M. Matthews. Also present were Superintendent J. Longo, Principal T. Hopkins, Director of Pupil Personnel C. Ford, Business Manager L. Dyer and recording secretary J. Barsaleau. Present in the audience were R. Haeger, J. Leszcynski, K. Kouatly and AEA co-president J. Lindsay. Unable to attend was member S. Gamache.

Communications

- K. Warren noted that there was an article published recently in the Willimantic Chronicle on the difficulties experienced by new board members.
- J. Lippert has spoken to the Board of Finance chair about scheduling a 3-board meeting prior to the beginning of budget preparation. Mr. Funk will speak to the First Selectman and get back to Mr. Lippert.
- An Ashford Food Service update report was distributed to the members highlighting an increase in the amount allocated to Ashford School for the purchase of fresh fruits and vegetables.
- A Board policy recommendations summary was included with the board's agenda packet and prepared by counsel. Members should review the policy summary.
- A revised Board of Education membership/committee assignment list was distributed.

Opportunity for Public Comment

- Mrs. Haeger attended the transportation committee meeting held earlier and felt there may have been "potentially wrong information" shared there. She said that she has found the grade 6 to 7 transitioning process difficult.
- Mrs. Kouatly was not present at the transportation meeting but said that the AM bus route for her children is an hour and too long. She's contacted transportation to discuss this and was told that those routes are being looked at. She noted the addition of a PM route that has cut her children's PM ride considerably. She felt that grade 6 to 7 transition was going well, and reiterated her thanks for having three 5th grade classes, things seem to be going well there.

Approval of Minutes: 09/06/2018

Motion made by M. Matthews to approve the regular meeting minutes of 09/20/18, with the following amendments:

- Under "Opening of School Report" line 2 - insert the word *and* after the word "recycling" and add the letter "s" to the word "change".

Motion seconded by K. Warren as amended and carried unanimously.

District Administrative Reports (Superintendent, Business Manager, Director of Pupil Personnel)

Dr. Longo addressed positive feedback he has received on the content of his Ashford Citizen articles. Rather than being a means of sharing events and information, it is his intention to tell a story each month demonstrating Ashford School's student-centered culture. Discussion followed concerning recycling or disposal procedures for obsolete textbooks and materials due to its relevance to Dr. Longo's upcoming article. Overall, members were very pleased with the idea of sharing outdated and unusable materials with other agencies, schools and countries as described in Dr. Longo's article, as they typically end up in the trash. Discussion moved to the greenhouse that had been funded by a previous grant from Lowe's. The greenhouse has not held up structurally and cannot be repaired. A replacement will be sought using grant funds.

A meeting of the Capital Projects committee was held on 9/19 with Mike Sorano from Friar & Associates present. J. Barsaleau will contact the first selectman's office to ask that Marian Matthews be added as an alternate representative and that she receive copies of related communications from the committee.

Mrs. Dyer distributed the following items:

- Consolidated check register for the period 7/1/18 to 9/14/18
- FY 19 year to date financial statement
- A request to approve \$7,266.55 in FY 18 budget transfers
- A memo concerning lunch program expenses

The check register was reviewed with members. It was noted there is a \$549 conference-related expense for the benefit of the Superintendent. Per contract, Dr. Longo will be attending an upcoming educational conference.

The BOE's remaining FY 18 budget balance is \$23,982. Discussion followed concerning the requested FY 18 budget transfer. Members asked that the transfer request document be made more clear, separating overages and any underage, and adding a descriptor at the top of the page citing the intent/reason for transfers. The FY 19 budget balance does not reflect lines that are yet to be encumbered.

Mrs. Dyer, Dr. Longo and Ms. Samperi have discussed past practice. There are expenditures that have been paid out of the cafeteria fund in recent years that should be funded by the BOE budget, such as equipment maintenance; software, life insurance and 403b plan payments. Mrs. Dyer asked that a motion be made to approve this change.

Motion made by J. Calarese to reallocate cafeteria expenditures for equipment maintenance, food service software, life insurance and 403b plan contributions to the Board of Education budget. Motion seconded by L. Donegan and carried unanimously.

Motion by J. Calarese to approve the FY 18 budget transfers as presented, and further directs the Business Manager to provide written explanations to the Board of Finance and/or Treasurer of the reasons for transfer. Motion seconded by M. Matthews and carried unanimously.

Administrative Reports (Principal, Asst. Principal)

A collaborative report written by Mr. Hopkins, Mr. Dukette and Mrs. Ford was included with the agenda packet and discussed. Invitations to the Annual Celebration of School Leadership scheduled for October 25th have been sent. Mr. Hopkins will be receiving the CT Elementary School Principal of the Year Award. Dr. Longo, John Lippert, Kay Warren and John Calarese will attend the event.

Mrs. Ford recently attended a State training with other Directors. She stated she was pleased with the fact that Ashford has implemented many compliance directives that other districts have not even begun to address. Our teachers and staff are simply amazing in the manner in which they respect our students and families.

New Business

a. Request for Approval of Intermittent Family and Medical Leave

A member of the certified staff has requested approval for intermittent family and medical leave to care for a parent with a long-term illness. At this time, Dr. Longo does not feel that this request will result in any long-term absence from the requesting employee. For reasons of privacy, the name of the requesting party was not disclosed.

Motion made by L. Donegan to approve the intermittent FMLA request of a member of the certified staff with the stipulation that Dr. Longo monitor the use of such leave. Motion seconded by J. Urban and carried unanimously.

b. Authorization to Submit Primary Mental Health Grant Application (KARE)

An abstract of the "Kids Are Really Exceptional" grant request was included in the board packet. This is an annual grant that is submitted by Ashford Youth Services Bureau.

Motion made by M. Matthews to authorize submission of the Primary Mental Health Grant application. Motion seconded by L. Donegan and carried unanimously.

c. Transportation Committee Report

K. Warren and J. Calarese attended the committee meeting. Also present was Joan Celotti, transportation coordinator. Mrs. Celotti provided a document that detailed the number of routes and vehicles currently in-service. The committee discussed the length of bus routes, capacity, special education transportation costs, sharing of costs with other districts and related liability issues. Board members discussed seeking an overall cost analysis of our current transportation program versus that of an outsourced vendor. The committee will plan to meet again within the next few months to follow up on these discussions.

Old Business

a. Curriculum Advisory Committee Update

Dr. Longo has contacted the committee members via email to notice the first meeting date of 10/4 at 6:30 pm. The initial agenda will include committee charge and future meeting dates.

b. Cafeteria, Recycling, Energy Efficiency Follow Up

The structural condition of the greenhouse was discussed briefly. Items listed in the most recent energy audit are being reviewed with current mechanical vendors for input and estimated costs to determine if they could be addressed within the regular budget. Dr. Longo reported that Ms. Samperi, food service manager, would seek grant funding for a salad station. Single stream recycling was discussed. Mr. Hopkins reported that the students are doing really well recycling in the lunchroom; however, recycling activity needs to be improved within the rest of the school building.

c. FY 20 Budget Planning Follow Up

Dr. Longo attended the faculty meeting and directed teachers to get any unusual budget requests to Mr. Hopkins soon. A simple first draft of the FY 20 budget will be available November 1st.

Motion by J. Lippert to add item 8d “Board Goals” to the agenda. Motion seconded by L. Donegan and carried unanimously.

The board chair asked members about their preferences of displaying board goals at the bottom of the agendas as is the current format.

Motion by J. Calarese to continue to post Board of Education goals on board meeting agendas. Motion seconded by L. Donegan and carried unanimously.

Motion made by K. Warren to add to the agenda as item 9, “Smarter Balanced Test Results.” Motion seconded by M. Matthews and carried unanimously.

K. Warren distributed Smarter Balanced Assessment (SBAC) test results published in the Willimantic Chronicle. There was much discussion about what these numbers mean and how to apply this information when comparing Ashford to other districts. There are many districts that “teach to the test.” Ashford does not follow this practice. People looking at our district’s performance data do pay attention to this type of information, and recognize its importance. There are plans in place for a more deliberate school wide approach to preparing students for this required test.

Next Meeting Date/Agenda Items

Next meeting is 10/4

- BOE Curriculum Advisory Meeting 6:30 pm
- Work session agenda 1st meeting of each month to allow committee discussions and report back to to BOE in real time

Second Opportunity for Public Comment

Mrs. Kouatly spoke of the SBAC testing discussion. She feels there are lots of variables in published results and that we should not teach to the test, continue to focus on preparation for high school in grade 7/8. Test results are subjective and we should be looking at all of the students.

Motion to adjourn the meeting (9:27 pm) made by K. Warren, seconded by J. Calarese and carried unanimously.

Recorded by:

Jennifer Barsaleau
Recording Secretary

Ashford Board of Education
Regular Meeting Minutes – October 4, 2018
7:00 pm
Ashford School District Office Conference Room

Note: Per CGS 10-218, Board of Education Meeting Minutes are provided in a draft format within 48 hours of the date the meeting was held. With the exceptions of motions and votes recorded, the minutes are unofficial until they have been read and approved by a majority vote by the Board. Should edits be necessary, they will be made at a regularly scheduled meeting, noted in the meeting minutes, and so voted upon.

Call to Order

Vice-Chair Marian Matthews called the meeting to order at 7:06 pm. Present were members Jane Urban, Kay Warren, Shannon Gamache and John Calarese (7:24pm). Also in attendance was Superintendent Longo, Asst. Principal Dukette, Ashford Food Service Dept. employees Karen Samperi and Kim Johnston and recording secretary Jen Barsaleau. AEA representative Carly Imhoff and resident Rebecca Haeger were in the audience. Board members John Lippert and Lisa Donegan were unable to attend.

Authorization to Request Release of Unexpended Educational Funds

Previous action taken by the Capital Projects Committee, Board of Selectmen and the Board of Finance authorized up to \$20,000 for school facility architectural services. The Board of Selectmen recommend that the Board of Education request the Board of Finance transfer of funds from the Unexpended Educational Funds account to the Capital Budget – School Facility Repairs account to satisfy the proposal of Friar & Associates in the amount of \$24,000 for these services.

Motion made by K. Warren to request that the Board of Finance transfer of \$4,000 from the Board of Education Unexpended Educational Funds account to the Capital Budget – School Facility repairs account in order to satisfy the proposal of Friar & Associates. Motion seconded by J. Urban and carried unanimously.

Committee Worksessions (any of all of these committees may meet in break out sessions)

Building & Grounds, Cafeteria, Curriculum Advisory, Finance, Long Term/Capital Planning, Personnel, Transportation, Policy

- **Cafeteria**

All members of the cafeteria committee were present. Creating, packaging and distribution of salads were discussed with Ms. Samperi and Mrs. Johnston. Salad as a reimbursable meal, ordering, sustainability, product waste and composting were also discussed. The work session closed at 7:29 pm.

Motion made by S. Gamache to add item 3a to the agenda, “Opportunity for Public Comment”. Motion seconded by J. Urban and carried unanimously.

- **Transportation**

Notes from the 9/20 that were taken by Mr. Calarese and Mrs. Warren were distributed and reviewed. They will be edited to reflect that Mrs. Haeger was present at the meeting. Difficulties reaching the coordinator were discussed. Calls will be forwarded to another extension when the coordinator is unavailable. The Superintendent will gather information concerning the outsourcing of regular and special transportation services. The work session closed at 7:40 pm.

- **Long Term/Capital Planning**

Dr. Longo distributed capital project notes from the past few years. The most recent five-year plan will be revisited at the 10/18 or 11/1 meeting. Ms. Matthews requested that “Facilities Update” be added to regular meeting agendas. The work session closed at 7:45 pm.

- **Curriculum Advisory**

The committee held its first meeting earlier in the evening. The next meeting will be 11/1 at 6:30 pm. The group will start with a review of the science curriculum, followed by math.

Opportunity for Public Comment

Mrs. Haeger commented that she was concerned that the transportation committee had not met in the recent past. From her own experience as a driver, she felt some of the information shared at that meeting was not objective, and that her interest in transportation is as a parent and taxpayer. She would like to see all committees meet more often and that the board monitor meeting frequency and attendance.

Motion made by K. Warren to add item 4a to the agenda, “Next Meeting Date/Agenda Items.” Motion seconded by J. Calarese and carried unanimously.

Next Meeting Date/Agenda Items

Superintendent Evaluation, ED099 Child Nutrition Programs, consolidated grant application, first reading of policy series 5000, facilities update, 5-year capital plan, Sustainable CT.

Motion to adjourn the meeting (8:04pm) made by K. Warren, seconded by S. Gamache and carried unanimously.

Recorded by:

Jennifer Barsaleau
Recording Secretary

October 5, 2018

Dear Ashford Board of Education,

I am pregnant with my first child and am due on March 18th, 2019. I am requesting maternity leave starting from this date or when I begin labor (whichever is first), through the last school day of the 2018/2019 school year. I will use and exhaust all of my accumulated sick and personal days for this time and will be returning for the start of the 2019/2020 school year.

Thank you for your understanding and support.

A handwritten signature in cursive script that reads "Kellie G.".

Kellie Gauvin
1st Grade Teacher

ED-099 Revision 1/18

7 CFR Part 210

7 CFR Part 215

7 CFR Part 220

7 CFR Part 225

7 CFR Part 226

7 CFR Part 245

7 CFR Part 250

Connecticut State Department of Education

Bureau of Health/Nutrition, Family Services and Adult Education

450 Columbus Boulevard, Suite 504

Hartford, CT 06103-1841

AGREEMENT FOR CHILD NUTRITION PROGRAMS

00300

Child Nutrition Program Sponsor Agreement Number

Ashford Board of Education

Sponsor Name (Town, City, Board of Education, School, Organization, or Corporation)

440 Westford Road, Ashford, CT 06278

Street Address, City, State, Zip Code

For State Use Only	
Type of Agency	
<input checked="checked" type="checkbox"/>	Education Institution
<input type="checkbox"/>	Government Agency
<input type="checkbox"/>	For-profit Organization
<input type="checkbox"/>	Indian Tribe
<input type="checkbox"/>	Military Installation
<input type="checkbox"/>	Private Nonprofit Organization
<input type="checkbox"/>	Other:

This Permanent Single Agreement (Agreement) represents the United States Department of Agriculture's (USDA) requirement for state agencies to provide each school food authority (SFA) with a single Agreement when a state agency administers any combination of the USDA Child Nutrition Programs (CNPs). This Agreement replaces all previous Agreements with the Connecticut State Department of Education (CSDE) for each CNP indicated on page 2.

This Agreement shall be effective commencing on the approval date indicated on page 2 and remain in effect unless terminated as provided herein.

By signing this Agreement (page 16), the sponsor agrees to comply with the requirements for any CNP in which it is approved to participate.

The sponsor must comply with all requirements included in documents submitted as part of each CNP application, in addition to the requirements of this Agreement.

This is not an application to participate in a CNP.

ED-099 Agreement for Child Nutrition Programs

PROGRAM PARTICIPATION

Check all CNPs that apply.

☒ **School Nutrition Programs (SNP)**

Type of Organization Entity (Check One):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Public School | <input type="checkbox"/> Charter School | <input type="checkbox"/> Residential Child Care Institution |
| <input type="checkbox"/> Private School | <input type="checkbox"/> Camp | <input type="checkbox"/> Other: _____ |

For State Use Only		
CNP	Date Approved	Signature
<input checked="" type="checkbox"/> National School Lunch Program (NSLP)		
<input checked="" type="checkbox"/> School Breakfast Program (SBP)		
<input type="checkbox"/> Afterschool Snack Program (ASP)		
<input checked="" type="checkbox"/> Special Milk Program (SMP)		
<input type="checkbox"/> Seamless Summer Option (SSO)		

☐ **Child and Adult Care Food Program (CACFP)**

Agreement Type (Check One):

- | | |
|--|---|
| <input type="checkbox"/> Independent Center | <input type="checkbox"/> Sponsor of Affiliated Sites |
| <input type="checkbox"/> Sponsor of Unaffiliated Sites | <input type="checkbox"/> Sponsor of Affiliated and Unaffiliated Sites |

For State Use Only		
CNP	Date Approved	Signature
<input type="checkbox"/> Adult Day Care (ADC)		
<input type="checkbox"/> Child Care Center (CCC)		
<input type="checkbox"/> Day Care Homes (DCH)		

☐ **Summer Food Service Program (SFSP)**

SFSP Code (Check One):

- | | | |
|--|--|--|
| <input type="checkbox"/> School Food Authority | <input type="checkbox"/> National Youth Sports Program | <input type="checkbox"/> Residential Camp |
| <input type="checkbox"/> Private Nonprofit | <input type="checkbox"/> Unit of Government | <input type="checkbox"/> Non-residential Summer Camp |

For State Use Only		
CNP	Date Approved	Signature
<input type="checkbox"/> Summer Food Service Program (SFSP)		

☒ **Food Distribution Program (FDP)**

For State Use Only			
CNP	Date Approved	Signature	WBSCM * Business Partner ID
<input checked="" type="checkbox"/> Food Distribution Program (FDP)			4000776
* Web-based Supply Chain Management			

ED-099 Agreement for Child Nutrition Programs

DEFINITIONS

Child Nutrition Programs (CNP): Federally funded nutrition programs administered by the USDA according to the National School Lunch Act, as amended (60 Stat. 230, 42-USC 1751), and the Child Nutrition Act of 1966, as amended (80 Stat. 885, 42-USC 1771) and subject to all present and subsequent regulations issued pursuant to said statutes. Specifically, for the purpose of this Agreement, Child Nutrition Programs include the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Afterschool Snack Program (ASP), Seamless Summer Option (SSO) of the NSLP, Food Distribution Program (FDP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP), herein referred to as CNPs.

Federal Assistance: Any funding, property, or aid that is provided to a state agency, sponsor, SFA, institution, or recipient agency for the purpose of providing CNP benefits or services to eligible participants.

Institution: A sponsoring organization, child care center, at-risk afterschool care center, outside-school-hours 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 as defined in 7 CFR Part 226.

Recipient Agency (RA): Agencies or organizations that receive donated foods under 7 CFR Part 250, Food Distribution Program.

School: An educational unit as defined in 7 CFR parts 210, 215 and 220.

School Food Authority (SFA): The legal governing body that is 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.

Sponsor: A public, private nonprofit, or for-profit organization that is approved to operate a CNP as defined in 7 CFR parts 210, 215, 220, 225, 226, 240, and 250. The SFA, recipient agency, institution, or organization that is party to this contract.

State Agency: The state educational agency approved by the USDA to administer CNPs within the state as defined in 7 CFR Part 210, 215, 220, 225, 226, 240, and 250. For the purposes of this Agreement, the state agency is the CSDE.

Hereinafter, the institution, recipient agency, or SFA shall be referred to as Sponsor.

RESPONSIBILITIES

The CSDE agrees to reimburse or make advance payments in such amounts as are authorized by federal regulations to the Sponsor in connection with the CNP providing milk, breakfasts, lunches, suppers, or supplemental food to those eligible in accordance with any of the following regulations that are applicable to the chosen CNPs: National School Lunch Program Regulations (7 CFR Part 210), Special Milk Program 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), and Food Distribution Program Regulations (7 CFR Part 250), any amendments thereto. The CSDE shall reimburse or make advance payments to the Sponsor conditional

ED-099 Agreement for Child Nutrition Programs

upon the receipt of federal funding for the purposes described above, and the continuing eligibility of the Sponsor for the federal funds. The CSDE agrees to make payments, where applicable, in accordance with 7 CFR Part 240 (Cash in Lieu of Donated Foods), and any amendments thereto, and/or to donate foods to the Sponsor in accordance with 7 CFR Part 250 (FDP).

The Sponsor agrees to accept federal funds and/or donated foods for the operation of CNPs as agreed to herein in accordance with all applicable CNP regulations and any amendments thereto, and to comply with all the provisions thereof, and with all Connecticut statutes, administrative rules, policy manuals, memoranda, guidance, and instructions and any instruction or procedures issued by the USDA or the CSDE in connection therewith. The Sponsor further agrees to administer CNPs funded under this Agreement in accordance with provisions of 2 CFR Part 200 with further clarification issued in 2 CFR Parts 400, 415, 416, et al. (79 FR 75981), as applicable.

This Agreement shall be effective commencing on the date specified on page 2 by the individual CSDE program manager's approval and remain in effect unless terminated as provided herein. The Sponsor shall notify the CSDE whenever significant changes occur in their CNP operations.

The CSDE may terminate the Sponsor's participation in any CNP covered in this Agreement in accordance with the grant close-out procedures found in 2 CFR Parts 200.343, as applicable. If the CSDE terminates the Sponsor's participation in any CNP, the CSDE's action may also result in the termination of the Sponsor's participation in all CNPs.

Either party hereto may, by giving at least 30 days' written notice for NSLP, SBP, SMP, ASP, SFSP, and CACFP, terminate this Agreement. Upon termination or expiration of this Agreement, as provided herein, the CSDE shall make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Sponsor in connection with breakfasts, lunches, suppers, snacks, or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the CSDE under the above-cited regulations shall continue until the requirements thereof have been fully performed.

Either party hereto may, by giving at least 60 days' written notice for FDP, terminate this Agreement. Upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the RA, the FDP may terminate this agreement immediately by notice in writing to the RA. Subject to such notice of termination or cancellation, the RA agrees to comply with the instruction of the FDP either to distribute or re-donate all remaining inventories of USDA Foods in accordance with the provision of this agreement.

No termination or expiration of this Agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation. Such records shall be retained for a period of three years after the date of the final claim for reimbursement in the fiscal year to which they pertain; unless audit or review findings have not been resolved, in which case the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit or review.

ED-099 Agreement for Child Nutrition Programs

USDA ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor 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);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- 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);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the CNP applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement; and
- the USDA nondiscrimination statement that in accordance with Federal civil rights law and 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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, 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 compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA FNS, shall have 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 retains 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.

ED-099 Agreement for Child Nutrition Programs

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Sponsor further agrees to comply with the anti-discrimination statutes of the State of Connecticut. Connecticut General Statutes 4a-60 and 4a-60a as amended mandates that the Sponsor agrees and warrants that in the performance of this contract that he/or she will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The contractor further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. For the purpose of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n.

This contract is subject to the Provisions of Executive Orders Number 3 and 17 promulgated on June 16, 1971, and February 15, 1973, respectively. As such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commission for violation of or noncompliance with said Executive Orders, or any state or federal law concerning nondiscrimination notwithstanding that the Labor Commission is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Orders No. 3 and 17 are incorporated herein by reference and made a part hereof. The parties agree to abide by the said Executive Orders and agree that the contracting agency and the State Labor Commission shall have joint and overall continuing jurisdiction with respect to performance of this contract and the requirements of the above referenced Executive Orders.

The Sponsor agrees to save harmless the Connecticut State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described above.

PROTECTION OF THE RIGHTS AND PRIVACY OF PARENTS AND STUDENTS CLAUSE

Pursuant to 88 Stat. 571. 20 USC 1232 (g), Public Law 93-380, Education Amendments of 1974, the Sponsor shall agree and warrant 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 insure that the records are not inaccurate, misleading or otherwise in violation of the privacy or other rights of the children or their parents; and
3. establish and adhere to the policy of not permitting the release of children's personally identifiable records or files (or personal information contained therein) without the consent of their parents or legal guardians to any individual, agency, or organizations, except the following:

ED-099 Agreement for Child Nutrition Programs

- 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, upon 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; and
- e. an administrative head of an education agency, or state educational authorities 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 individual students shall not include information (including social security numbers) that would permit the personal identification of such students or their parents after the data so obtained has been collected.

The Sponsor hereby agrees that nondiscrimination policy procedures in accordance with applicable regulations for the named CNPs will be established and implemented as appropriate.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN NSLP, SBP, AND SMP

This section applies only if an approval date for the NSLP, SBP, or SMP has been entered on page 2 and it has been signed by the CSDE.

The Sponsor and participating schools under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245, **and all requirements developed pursuant to and imposed by these regulations that incorporate the Sponsor Application for Participation and Free and Reduced-price Policy Statement**, as well as applicable provisions of 2 CFR Parts 400, 415, 416, et.al, and all applicable requirements of the Connecticut General Statutes relating to CNPs, USDA guidance, and CSDE Operational Memoranda, hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable.

1. Maintain a nonprofit school food service and/or a nonprofit milk service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and 7 CFR 220.7(e)(1), and the limitations on any competitive school food service as set forth in 7 CFR sections 210.11 and 220.12.
2. Limit its net cash resources to an amount that does not exceed three months' average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR sections 210.19 (a), 220.7 (e)(1), and 220.13(I).
3. Maintain a financial management system as prescribed in 7 CFR sections 210.14(c), 220.13(I), and 215.7(d)(6):
4. Comply with the requirements of the USDA regulations regarding financial management (2 CFR Part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415).
5. Serve meals and snacks that meet the minimum requirements prescribed in 7 CFR sections 210.10 and 220.8, during the applicable meal period.
6. For pricing programs, to price meals and snacks as a unit.

ED-099 Agreement for Child Nutrition Programs

7. Serve CNP meals, milk, and snacks free or at a reduced-price to all children who are determined by the Sponsor to be eligible for such meals in accordance with the free and reduced price policy statements approved under 7 CFR Part 245.
8. Claim reimbursement at the assigned rates only for reimbursable meals and snacks served to eligible children in accordance with 7 CFR parts 210, 215.8, 215.10, and with the agreement. The Sponsor authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy, as specified in 7 CFR sections 210.8, 220.11, and 215.11. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR 210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.26 shall apply.
9. Count the number of free, reduced-price, and paid reimbursable CNP meals at the point of service, as approved by the CSDE.
10. Submit claims for reimbursement in accordance with 7 CFR sections 210.8, 220.11, 215.10, and procedures established by CSDE.
11. Comply with USDA requirements regarding nondiscrimination (7 CFR parts 15, 15a, 15b and FNS-113).
12. Make no discrimination against any child because of his or her eligibility for free or reduced-price meals, milk, or supplements (snacks) in accordance with the Free and Reduced-price Policy Statement.
13. Maintain, in the storage, preparation, and service of food and milk, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
14. Maintain necessary facilities for storing, preparing, and serving food and/or milk.
15. Obtain for each school participating in the CNPs a minimum of two food safety inspections during the school year, conducted by the state or local governmental agency responsible for food safety inspections, publicly post inspection results, and provide a copy of the inspection report to a member of the public upon request.
16. Implement a food safety program meeting the requirements of 7 CFR 210.13 and 210.15(b)(5) at each facility or part of a facility where food is stored, prepared, or served.
17. Upon request, make all accounts and records pertaining to CNPs available to the CSDE and USDA FNS, for audit or review, at a reasonable time and place in accordance with 7 CFR sections 210.9(b)(17), 220.7(e)(13), and/or 215.7(d)(7). In accordance with 7 CFR 210.19(a)(4), the CSDE shall promptly investigate complaints received or irregularities noted in connection with the operation of the CNP, and shall take appropriate action to correct any irregularities. At the discretion of the CSDE, the investigations shall be conducted on an announced or unannounced basis.
18. Maintain files of currently approved and denied free and reduced-price applications and direct certification documentation with the supporting documentation, as specified in and in accordance with 7 CFR 245. If the applications and direct certification documentation are maintained at the Sponsor level, they shall be readily retrievable by school or site.
19. Retain the individual applications for free milk and/or free and reduced-price lunches and supplements (snacks) submitted by families for a period of three years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period and as long as required for the resolution of the issues raised by the audit.
20. Observe the limitations on the use of CNP revenues set forth in 7 CFR sections 210.14a, 220.7(e)(1), and 215.7(d)(1) and the limitations on any competitive school food service as set forth in 7 CFR 210.11b.

ED-099 Agreement for Child Nutrition Programs

21. Establish a local wellness policy that includes goals for nutrition education and physical activity, nutrition guidelines for all foods available on campus, guidelines for school meals not less restrictive than 7 CFR sections 210.10 and 220.8, and an implementation plan.
22. Enter into an agreement to receive donated foods as required by 7 CFR 250. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the CSDE.
23. Purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by CSDE.

NSLP AFTERSCHOOL SNACK PROGRAM (ASP)

This section applies only if an approval date for the ASP has been entered on page 2 and it has been signed by the CSDE.

In conjunction with all provisions of the NSLP, the Sponsor agrees to the following requirements.

1. Claim reimbursement only for meals served in afterschool care programs that meet all of the following criteria:
 - The program must be operated by a school that is participating in the NSLP;
 - The program must be sponsoring or operating an afterschool care program for children ages 3-18;
 - The program must provide regularly scheduled educational or enrichment activities in an organized, structured, and supervised environment; and
 - The program must meet state or local licensing requirements and health and safety standards.
2. Claim reimbursement only for snacks served to children who are not more than 18 years of age. Individuals, regardless of age, who are determined to be mentally or physically disabled are eligible to participate. If a child's nineteenth birthday occurs during the school year, reimbursement may be claimed for snacks served to that child during the remainder of the school year;
3. Claim reimbursement for no more than one meal supplement per child per day. Sites located in areas served by a school in which at least 50 percent of the enrolled children are eligible for free or reduced-price meals may claim reimbursement at the free rate for snacks served to all children eligible to participate in the ASP regardless of each child's eligibility for free or reduced-price meals. Sites in which less than 50 percent of the enrolled children are certified eligible for free or reduced-price meals must claim reimbursement based on each child's eligibility for free or reduced-price meals.
4. Serve meal supplements that meet the minimum requirements prescribed in 7 CFR.210.
5. Price the meal supplement as a unit.
6. Serve meal supplements free or at a reduced-price to all children who are determined by the Sponsor to be eligible for free or reduced-price school meals under 7 CFR Part 245 or choose to offer a nonpricing program.
7. If charging for meals, the charge for a reduced-price meal supplement shall not exceed 15 cents, as required by 7 CFR 210.9(c)(4).
8. Claim reimbursement at the assigned rates only for meal supplements served in accordance with this agreement;
9. Review each ASP two times a year. The first review shall be made within the first four weeks of ASP operation each school year. The second review must be completed during the remainder of the time that the ASP is in operation.

ED-099 Agreement for Child Nutrition Programs

10. Comply with all requirements of this part, except that claims for reimbursement need not be based on “point-of-service” meal supplement counts, as required by 7 CFR 210.9(b)(9).
11. Sites that are site/area eligible must maintain documentation that the site is located in an area served by a school in which at least 50 percent of the enrolled students are certified eligible for free or reduced-price meals and maintain total meal counts for these sites.
12. Sites that are not site/area eligible must record daily snack counts by student eligibility category and maintain documentation of free or reduced-price eligibility for all children for whom free or reduced-price snacks are claimed.
13. Maintain documentation of each child’s attendance on a daily basis.
14. Maintain documentation of compliance with meal pattern requirements.

SEAMLESS SUMMER OPTION (SSO) OF THE NSLP

This section applies only if an approval date for the SSO has been entered on page 2 and it has been signed by the CSDE.

The SSO combines features of the NSLP, SBP, and SFSP. The purpose of the SSO is to feed children in low-income areas during the summer months, extended breaks of a year-round school schedule, or unanticipated school closures. The SSO reduces paperwork and the administrative burden that is normally associated with operating all three programs. To accomplish this, the above Sponsor requests an exemption of significant portions of the SFSP federal regulations of 7 CFR Part 225. In lieu of the exempt SFSP regulations, the Sponsor will follow applicable regulations in the NSLP and the SBP (7 CFR parts 210 and 220, respectively).

Required SFSP Provisions

SFSP regulatory provisions of 7 CFR, Part 225 that remain in force require that Sponsors comply with the provisions below.

1. 7 CFR 225.6(d)(1): Serve meals in areas in which poor economic conditions exist, that are not served by another.
2. 7 CFR 225.6(e)(1): To serve meals:
 - from May through September for children on school vacation;
 - at any time of the year, in the case of sponsors administering the SFSP under a continuous school calendar system; or
 - during the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the CSDE, a similar cause.
3. 7 CFR 225.6(e)(4): Agree to serve meals at no cost (except camps);
4. 7 CFR 225.6(e)(7): Claim reimbursement only for approved meals served without charge to children at approved sites, during approved meal service periods as required by 7 CFR Section 225.6(e)(7). This section prohibits permanent changes to the serving time of any meal unless approved by CSDE;
5. 7 CFR 225.14(c)(1): Demonstrate financial and administrative capability to operate the SSO, and accept final financial and administrative responsibility for the total program operations at all sites;
6. 7 CFR 225.14(c)(2): Have not been seriously deficient in operating the SSO;
7. 7 CFR 225.14(c)(3): Conduct a regularly scheduled food service for children from areas in which poor economic conditions exist or qualifies for as a camp;

ED-099 Agreement for Child Nutrition Programs

8. 7 CFR 225.14(d)(2): Open the meal service to children in the community as well as the summer school students, for meals served to children enrolled in summer school;
9. 7 CFR 225.16(b): Limit the number of meals that may be served, as specified in the regulations.
10. 7 CFR 225.16(d): Agree to indicate in an annual application that the meal pattern requirements that will be followed, those indicated in 7 CFR 225.16 or those in 7 CFR Sections 210.10 and 220.8. Further, agrees to indicate if offer versus serve will be implemented, and if so, that the implementation of offer versus serve will follow the corresponding requirements of the selected meal pattern.

Exempted SFSP Provisions

To operate the SSO, the Sponsor requests an exemption from the following SFSP regulatory provisions of 7 CFR, Part 225:

1. 7 CFR 225.6: CSDE application approval, paragraphs (a), (b), (c), (d), (e), (f), and (h) except paragraphs (d)(1), (e)(1), (e)(4), and (e)(7); and
2. 7 CFR Sections 225.7 through 225.18:
 - program monitoring and assistance;
 - records and reports;
 - program assistance to Sponsor;
 - audits and management evaluations;
 - corrective action procedures;
 - appeal procedure;
 - requirements for Sponsor participation, entire section **except** paragraphs (c)(1), (c)(2), (c)(3), and (d)(2);
 - management responsibilities of Sponsor;
 - meal service requirements, entire section except paragraph (b);
 - procurement standards; and
 - miscellaneous administrative provisions.

NSLP and SBP Regulations

The CSDE recognizes that NSLP and SBP regulations may conflict with SFSP requirements. The CSDE will provide technical assistance to sponsors to adapt requirements as necessary.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN FOOD DISTRIBUTION PROGRAM

This section applies only if an approval date for the FDP has been entered on page 2 and it has been signed by the CSDE.

1. The Sponsor shall comply with all provisions of 7 CFR 250, and with other Federal regulations referenced in this part, as well as USDA policy, instruction, and guidance, and CSDE Operational Memoranda.
2. Prior to receiving USDA foods, the sponsor/RA shall enter into an agreement to receive donated foods as required by 7 CFR 250.11(b).
3. The RA shall ensure compliance with all requirements relating to food safety and food recalls.

ED-099 Agreement for Child Nutrition Programs

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE CACFP

This section applies only if an approval date for the CACFP has been entered on page 2 and it has been signed by the CSDE.

The Institution, as defined in 7 CFR 226.2, shall comply with all provisions of 7 CFR Part 226, and with other Federal regulations referenced in this part, as well as USDA policy, instructions and guidance, and CSDE Operational Memoranda, hereby incorporated by reference. The Institution further agrees to accept final administrative and financial responsibility for management of a proper, efficient, and effective nonprofit food service operation conducted principally for the benefit of enrolled participants. No institution may contract out for management of the CACFP.

The Institution further agrees to the following specific provisions, as applicable.

1. Child or adult care centers must have federal, state, or local licensing or approval to provide day care services to participants. Child or adult day care centers that are complying with applicable procedures to renew licensing or approval may participate in the CACFP during the renewal process, unless the CSDE has information that indicates that renewal will be denied. At-risk afterschool care centers shall comply with licensing requirements set forth in 7 CFR 226.17a(d). Each sponsored child or adult day care center must promptly inform the sponsoring organization about any change in its licensing or approval status.
2. Except for for-profit centers, child and adult day care centers shall be public, or have tax exempt status under the *Internal Revenue Code* of 1986.
3. Each child or adult day care center participating in the CACFP must serve one or more of the following meal types: breakfast, lunch, supper, and snack. Reimbursement cannot be claimed for more than two meals and one snack or one meal and two snacks provided daily to each participant. At-risk afterschool care centers shall comply with limits on daily reimbursement set forth in 7 CFR 226.17a (k). Adult day care centers cannot claim CACFP reimbursement for meals claimed under part C of title III of the Older Americans Act of 1965.
4. Each child or adult day care center participating in the CACFP shall claim only the meal types specified in its approved application in accordance with the meal pattern requirements specified in 7 CFR 226.20. Menus and any other nutritional records required by the CSDE shall be maintained to document compliance with such requirements.
5. For-profit child care centers cannot claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for free and reduced-price meals or were Title XX beneficiaries. However, children who only receive at-risk afterschool snacks and/or at-risk afterschool meals cannot be included in this percentage.
6. For-profit adult day care centers cannot claim reimbursement for meals served to participants in any month in which less than 25 percent of the enrolled participants were Title XIX or Title XX beneficiaries.
7. Each child or adult day care center except for outside-school-hours care centers, at-risk afterschool care centers, and emergency shelters shall collect and maintain documentation of the enrollment of each participant, including information used to determine eligibility for free and reduced-price meals in accordance with 7 CFR 226.23(e)(1).
8. Each child or adult day care center must maintain daily records of attendance and time of service meal counts by type (breakfast, lunch, supper, and snacks) served to enrolled participants, and to adults performing labor necessary to the food service. At-risk after-school care centers must maintain records as required by 7 CFR 226.17a(o).

ED-099 Agreement for Child Nutrition Programs

9. Each child or adult day care center must require key staff, as defined by the CSDE, to attend CACFP training prior to the center's participation in the CACFP, and at least annually thereafter, on content areas established by the CSDE.
10. Each institution shall comply with the recordkeeping requirements established in 7 CFR 226.10(d) and if applicable, in 7 CFR 226.15(e). Failure to maintain such records shall be grounds for the denial of reimbursement.
11. Each sponsoring organization must comply with all provisions of 7 CFR 226.15 and 7 CFR 226.16 and shall accept final administrative and financial responsibility for food service operations in all child care and adult day care facilities under its jurisdiction.
12. As outlined in 7 CFR 226.6, each new and renewing institution must submit to the CSDE information sufficient to document that it is:
 - financially viable;
 - administratively capable of operating the CACFP in accordance with this part; and
 - has internal controls in effect to ensure accountability.
13. Failure to comply with established due dates and timelines for all application and renewal information and monthly reimbursement claim filings may result in a lapse of claiming privileges and/or termination from CACFP participation.
14. The CSDE, USDA and other state or federal officials have the right to make announced or unannounced reviews of the institution's facilities and operations. Such reviews will be made during the institution's normal hours of child or adult care operations, and anyone conducting the reviews must produce photo identification that demonstrates they are employees of one of these entities.
15. Failure to maintain compliance with CACFP regulations 7 CFR 226 and other program requirements may result in the Institution being declared seriously deficient in the operation of the CACFP. Serious deficiencies that are not fully and permanently corrected within the specified time will result in the proposed termination and disqualification of the Institution and the responsible principals and responsible individuals from future CACFP participation. Termination from the CACFP will also result in the placement of the Institution and the responsible principals and responsible individuals on the National Disqualified List (NDL). While on the NDL, the Institution will not be able to participate in the CACFP as an institution or facility, and the responsible principals and responsible individuals will not be able to serve as a principal in any institution or facility or as a day care home provider in the CACFP. Institutions and individuals remain on the NDL until USDA's FNS, in consultation with the CSDE, determines that the serious deficiencies have been corrected, or until seven years after their disqualification. However, if any debt relating to the serious deficiencies has not been repaid, the Institution and individuals will remain on the list until the debt has been repaid.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SFSP

This section applies only if an approval date for the SFSP has been entered on page 2, and it has been signed by the CSDE.

The Sponsor shall comply with all provisions of 7 CFR Part 225, and all requirements developed pursuant to and imposed by these regulations that incorporate the Sponsor Application for Participation by reference, as well as applicable provisions of 2 CFR Parts 400, 415, 416, et.al and USDA and CSDE guidance, hereby incorporated by reference.

ED-099 Agreement for Child Nutrition Programs

The Sponsor further agrees to the following specific provisions, as applicable:

1. To retain final financial and administrative responsibility for the SFSP.
2. To operate a nonprofit food service.
3. To serve meals that meet the requirements and provisions set forth in 7 CFR 225.6(e) during times designated as meal service periods by the Sponsor, including.
 - from May through September for children on school vacation;
 - at any time of the year, in the case of sponsors administering the SFSP under a continuous school calendar system; or
 - during the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the CSDE, a similar cause.
4. To serve the same meals to all children.
5. To serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the SFSP.
6. To issue a free meal policy statement in accordance with 7 CFR 225.6(c).
7. To meet the training requirement for its administrative and site personnel as required under 7 CFR 225.15(d)(1).
8. To claim reimbursement only for the types of meals specified in this Agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7 CFR 225.16(b)(1), shall claim reimbursement only for the types of meals specified in the Agreement or in each annual update hereafter and served without charge to children who meet the SFSP's income standards. This Agreement and each annual update hereafter shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 CFR 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the CSDE.
9. To submit claims for reimbursement in accordance with procedures established by the CSDE, and those stated in 7 CFR 225.9. Claims for reimbursement will include meals counts at the site level.
10. In the storage, preparation, and service of food, to maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
11. To accept and use, in quantities that may be efficiently utilized in the SFSP, such foods as may be offered under 7 CFR Part 250 (FDP).
12. To have access to facilities necessary for storing, preparing, and serving food.
13. To maintain a financial management system as prescribed by the CSDE.
14. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d)(2) and (3).
15. Upon request, to make all SFSP accounts and records pertaining to the SFSP available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place.
16. To maintain all SFSP records for a period of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.
17. To maintain children on site while meals are consumed as required by 7 CFR 225.6(e)(15).
18. If seeking to operate in multiple states, to apply and enter into an agreement with each state agency. To make records available to each state agency in the respective state to assure the state agencies can complete their monitoring responsibilities.
19. To retain any funds remaining at the end of the SFSP year to use as start-up funds for the subsequent program year or for improving the sponsor's SFSP services in the subsequent SFSP year. As a final option, and to minimize expense, use toward the operation of other CNPs.

ED-099 Agreement for Child Nutrition Programs

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

In order to effectuate the Programs of the National School Lunch Act, as amended (42 USC 1751) and the Child Nutrition Act, as amended (42 USC 1771), the Connecticut State Board of Education and

Ashford Board of Education

(Name of Corporation, Board of Education, or Governing Body)

enter into this Agreement and are subject to all legal rights and duties as provided herein and in the Attachments hereto, together with any amendments that shall become a part of this Agreement, as evidenced by the signatures below.

This is to certify that on _____, as shown in the minutes of _____

Date

the individuals signing this agreement were authorized as noted.

(Name of Corporation, Board of Education, or Governing Body)

1. The person designated below is authorized to sign this agreement and to sign claims for reimbursement.

Signature

Printed Name

Title (Superintendent of Schools, Mayor, Selectman, President or Chairperson of the Board, Pastor, or Commissioner)

Date

2. In the absence or incapacity of the first designated individual, the second person designated below is authorized to sign claims for reimbursement.

Signature

Printed Name

Title (Assistant Superintendent, Business Official, Principal, Headmaster, City or Town Manager, Executive Director, or Deputy Commissioner)

Date

3. The signature below certifies the above action.

Signature

Printed Name

Title (Secretary of Corporation, Town Clerk, Secretary of the Board)

Date

For State Use Only

CONNECTICUT STATE DEPARTMENT OF EDUCATION

Signature of Authorized Representative

Printed Name of Authorized Representative

Title

Date

variety of requirements on the State Board of Education and other state agencies to enhance minority educator recruitment.

** Students (5000) Policies distributed to BOE members via email for first reading at 10-18-18 regular meeting*

** Administration of Student Medications in the Schools*

The policy concerning Administration of Student Medications in Schools has been revised in accordance with Public Act 18-185. This Act clarifies that students with life-threatening allergic conditions may possess, self-administer, or possess and self-administer medication at school under certain conditions. Further, the Act adds required training for bus drivers concerning the emergency administration of epinephrine to students with life-threatening allergic conditions.

** Attendance, Truancy and Chronic Absenteeism*

We have revised the policy concerning Attendance, Truancy and Chronic Absenteeism to provide an option for districts to refer truant students to a Youth Service Bureau. Referrals to Youth Service Bureaus may be made, with parent consent, after a district has exhausted all available options to solve problems of truancy and/or continuous and overt defiance of school rules and regulations.

** Drug and Alcohol Use by Students*

Revisions to the Drug and Alcohol Use policy have been made in accordance with Public Act 18-185, which permits students to possess and self-administer medication under certain circumstances. The revisions clarify that possession of medication in accordance with board policy is not subject to discipline.

** Food Allergies and/or Glycogen Storage Disease (Management Plan and Guidelines for Students with Food Allergies and/or Glycogen Storage Disease)*

We have made minor technical revisions to the Management Plan and Guidelines for Students with Food Allergies and/or Glycogen Storage Disease based on Public Act 18-185 and typographical issues. Relative to this policy, the Act requires that the State Department of Education ("SDE") to revise its guidelines concerning life-threatening food allergies and/or glycogen storage disease. Further revisions to our model regulation will be published once the SDE amends its guidelines.

** Health Assessments*

We have revised the model policy titled Health Assessments and Screenings in light of Public Act 18-168, which establishes a new requirement for oral health assessments of students who

initially enter public schools, and who are entering either grade six or seven and either grade nine or ten. Parents and guardians may provide for the oral health assessment, or schools may conduct such assessments under certain conditions. As with health assessments, schools are now required to inform parents and guardians if students are in need of further oral health testing or treatment based on the results oral health assessment. Significantly, schools cannot prevent a student from attending school for failure to submit to an oral health assessment. We have also added a model form to provide notice of free oral health assessment events.

Immunizations

We have corrected the link to the current required immunizations and made additional clerical changes in our model Immunizations policy.


Restraint and Seclusion (Physical Restraint and Seclusion of Students and Use of Exclusionary Time Out)

We have revised our model policy concerning the physical restraint and seclusion of students in accordance with Section 4 of Public Act 18-51. Through this Public Act, the General Assembly revises the definitions of “physical restraint” and “seclusion,” and adds a new definition of “exclusionary time out.” The Act requires that, by January 1, 2019, districts implement procedures for the use of exclusionary time out with students. The Act further clarifies that seclusion may only be used in emergency circumstances and may not be included in a student’s behavior intervention plan, individualized education program, or Section 504 plan.

Student Discipline

We have revised the model student discipline policy in accordance with Public Act 18-31, which removes references to The Connecticut Juvenile Training School from Connecticut’s expulsion statute, Conn. Gen. Stat. § 10-233d. In addition, we have added our revised model individualized learning plan (ILP) to the student discipline document. The model ILP is also found in the *Notifications/Forms - State* folder on the client portal.

Student Records (FERPA)

We have revised our model Student Records policy to conform to recent amendments to the student data privacy law under Public Act 18-125. We have also made additional revisions to clarify certain circumstances when districts may disclose educational records. In addition, we added Individualized Learning Plans to our optional record categorization system. Finally, we have included a model notification regarding required district websites with information relating to student data privacy contracts (see the summary for Student Data Privacy under *State Notifications*, ).