REGIONAL SCHOOL DISTRICT #10
Regular Meeting of the Board of Education
The Learning Center
24 Lyon Road, Burlington, CT 06013
Monday, October 1, 2018
7:00 p.m. - Meeting
AGENDA

I. Call to order

II. Pledge of Allegiance

III. Communications:
   A. Superintendent’s Report
   B. Student Representative’s Reports

IV. Approval of Board of Education Minutes for: (Enclosure 1)
   A. Regular meeting of the Board dated Monday, September 10, 2018

V. Consent Agenda:
   A. Approval of the Financial Reports dated September 2018 (handout)
   B. Leaves of Absence: n/a
   C. Resignations: n/a
   D. Retirements: n/a
   E. Appointments:
      1. Brian Webster; One-year Music teacher at Harwinton Consolidated School
      2. Brian McDermott, Long-term Substitute, PE/Health; commencing September 25, 2018
      3. Rachel Schleker, Speech and Language Pathologist, Har-Bur Middle School, commencing October 15, 2018

VI. Public Participation - The Region 10 Board of Education welcomes public participation.
   - Observers are always welcome

The following guidelines are to assist those who wish to speak during the Public Participation Session:

A speakers’ sign-in list is always available prior to the start of the meeting. Please sign-in if you plan to address the Board of Education.
• Speakers are welcome to offer objective comments and/or suggestions to help improve school operations and programs.
• Expression of personal complaints should be directed to the appropriate Region 10 administrator via an appointment, telephone call, e-mail, or a letter.
• **Personnel matters or concerns regarding a student(s) will not be discussed.**
• Questions and or comments about pending litigation will not be discussed at Board of Education meetings.
• When the Board Chairman recognizes you to speak...State your name and address for the record.
• Students please state only your name.

The Board Chair has the discretion to limit comment time. Generally three (3) minutes per speaker is allotted. The Chair may allow additional time.

• Written statements are always welcome and copies are always provided to Board of Education Members.
• **Immediate replies to questions and concerns should not be expected, and will be delivered strictly on an as-available basis, at the discretion of the Chair.**

VII. Actions:
A. Board Committees (Possible Action Anticipated) T. Fausel (Enclosure 2)
B. Revised 2019/2020 Region 10 Calendar (Action Anticipated) C. Burke (Enclosure 3)
C. Permanent Single Agreement (ED-099) to Participate in the Child Nutrition Programs (Action Anticipated) M. Dreher (Enclosure 4)

VIII. Business:
A. Teacher Leadership Council Monthly Update
B. 2019/2020 Regular Meetings of the Board of Education (First Review; No Action Anticipated) A. Beitman (Enclosure 5)
C. 2019/2020 Budget Preparation Timeline 2020/2021 Budget (Informational purposes only) A. Beitman (Enclosure 6)
D. Technology Update: C. Burke

IX. Committee Reports:
A. Facilities
B. Curriculum
C. Superintendent’s Evaluation
D. Finance Committee
E. CREC
F. Technology
X. Next Meeting:
The next regularly scheduled meeting of the Board of Education will be held on Monday, November 12, 2018, 7:00 p.m., Lewis S. Mills Auditorium

XI. Adjourn

<table>
<thead>
<tr>
<th>Items for Future Board of Education Agendas</th>
<th>Anticipated Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standardized Testing Presentation</td>
<td>November 2018</td>
</tr>
<tr>
<td>Fields Update</td>
<td>December 2018</td>
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<tr>
<td>1920/1921 Region 10 Calendar</td>
<td>February 2019</td>
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<tr>
<td>Concussion Update</td>
<td>February 2019 (End-of-Season Update)</td>
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<tr>
<td>Professional Development Update (1/2 days)</td>
<td>June 2019</td>
</tr>
<tr>
<td>Policy 5113.1 Non-Resident Twelfth Grade Student Attendance</td>
<td>June 2019</td>
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</tbody>
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Board of Education Meeting Minutes are placed on our web page (www.region10ct.org) within seven (7) work days following the Board of Education Meeting.

The minutes are marked as DRAFT, pending Board of Education approval at the next regularly scheduled meeting.

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Robert's Rules state, "Minutes are a record of what was done at a meeting, not a record of what was said." [RONR (11th ed.), p. 468, ll. 16-18] which is the standard for which board minutes strive. For this reason the minutes will typically not reflect the discussion surrounding a motion, only its outcome.

Additionally, Robert's Rules in brief advises "The name and subject of a guest speaker or other program may be given, but no summary of the talk." [RONRIB page 149]

Both books can be found at our local libraries for anyone interested in more information.

RSD10 Chair
REGIONAL SCHOOL DISTRICT #10
Regular Meeting of the Board of Education
The Learning Center
Har-Bur Middle School
26 Lyon Road, Burlington, CT 06013
Monday, September 10, 2018
7:00 p.m.

**DRAFT**

**Board Members Present:**
Thomas Fausel, Chairman
Bruce Guillemette, Vice Chairman
John Vecchitto
Eleanor (Ellie) Parente
Phillip Penn
John Goodno
Wendy Darasz
Assuntina (Susan) Baccaro
Brooke Joiner

**Absent:**
Paul Omichinski

**Also Present:**
Alan Beitman, Superintendent of Schools
Susan Laone, Director of Finance and Operations
Sam Dorman, Senior Student Representative
Kathryn Bergstrom, Junior Student Representative
Patricia George, Recording Secretary

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<tr>
<th>Call to Order</th>
<th>Board Chairman, Thomas Fausel, called the meeting to order at 7:00 p.m.</th>
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<tbody>
<tr>
<td>Pledge of Allegiance</td>
<td>The Pledge of Allegiance was cited</td>
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</table>
| Moment of Silence | **Remembering the Victims of 9-11**  
A moment of silence was held in remembrance of the victims who perished on 9-11 seventeen years. |
| Special Guests/Recognition | **Introduction of New Staff/Region 10 Teacher of the Year**  
Newly hired staff members were introduced to the Board by their respective building administrators. An informational snippet was offered on each.  
Barbara Denza, the district’s Teacher-of-the-Year, was introduced to the newest staff members as someone to aspire to. |
<table>
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<tr>
<th><strong>Special Recognition for Service</strong></th>
<th><strong>Communications</strong></th>
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<tbody>
<tr>
<td>Departing Board member Phillip Penn was recognized for his many years of dedication and service to the Region 10 communities.</td>
<td><strong>Superintendent’s Report</strong> <strong>Enrollment Update:</strong> Superintendent Beitman stated that the district’s enrollment is down approximately 142 students at the elementary level from June 30, 2018. He also noted that families continue to move into the district and enrollment will fluctuate. <strong>Concussion Update:</strong> Athletic Director David Francalangia provided the Board with a concussion update. The number of concussions were noted as being down from previous years. <strong>Student Representatives’ Reports:</strong> Kathryn Bergstrom was welcomed to the Board as the junior class representative. Both Sam and Kathryn commented on the deployment of the Personal Learning Devices stating, for the most part, that it was very successful. Many classmates are utilizing the help desk, clubs are starting up with new members, seniors are enjoying new privileges and Link Crew members continue to help transition incoming students.</td>
</tr>
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<tr>
<th><strong>Approval of Minutes</strong></th>
<th><strong>A motion</strong> was made by Bruce Guillemette and seconded by Susan Baccaro to accept/approve the minutes as presented; all in favor; none opposed; Phillip Penn and Eleanor Parente abstained; motion carried.</th>
</tr>
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<tbody>
<tr>
<td><strong>Minutes:</strong></td>
<td>• Regular meeting of the Board dated Monday, August 20, 2018</td>
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<tr>
<th><strong>Consent Agenda</strong></th>
<th><strong>A motion</strong> to approve the consent agenda was made by John Vecchitto and seconded by Eleanor Parente to accept/approve the consent agenda as presented; all in favor; none opposed; motion carried unanimously.</th>
</tr>
</thead>
</table>
| **Consent Agenda items:** | • Financials dated August 2018  
• Leaves of Absence  
• Appointments |

For the record there were no resignations or retirements.
| **Public Participation** | **Jenn Cavallari**  
Urging the Board to vote “no” to arming the security guards. Asked the Board to take a broader approach.  
**Kevin Dix**  
Against arming the security guards. Parents were not consulted.  
**Melissa Roderick**  
Concerned about the process of arming security guards  
**Stefan Stolarz**  
Spoke in support of arming the security guards  
**Jeffrey Bond**  
Spoke in support of arming the security guards |
|-------------------------|--------------------------------------------------------|
| **Action Items** | **Armed Security Officer Policy 4300**  
A motion was made by Bruce Guillemette and seconded by Phillip Penn to accept/approve the policy as presented; all in favor; none opposed; motion carried unanimously. |
| **Business** | **Teacher Leadership Council Monthly Update:**  
No report  
**Administrative Regulations Armed Security Officers 4300A:**  
Not subject to Board approval. Informational piece only.  
**Job Description Armed School Security Officer (ASO):**  
Reviewed annually by administration and Board’s attorney. Not subject to Board approval. Informational piece only.  
**Lewis S. Mills High School Honor Roll:**  
Principal Rau addressed the Board with his proposal to change the Lewis Mills Honor Roll policy. The new policy will eliminate honorable mention, equalize all classes and eliminate the complicated calculations with every class and grade given different values. It will now be a straight average of all classes. |
| Board Committee Reports | Facilities:  
No report |
|------------------------|------------------------|
|                        | Curriculum:  
No report |
|                        | Superintendent’s Evaluation:  
No report |
|                        | Finance Committee:  
Will need a new chairman with the resignation of Phillip Penn |
|                        | CREC:  
No report |
|                        | Technology:  
No report |
| Upcoming Meetings      | Regular meeting Monday, October 1, 2018; 7:00 p.m.; Har-Bur Middle School Learning Center |
| Adjourn                | A motion was made by Phillip Penn and seconded by Bruce Guillemette to adjourn the meeting at 8:21 p.m.; all in favor; none opposed; motion carried unanimously. |

Respectfully submitted,

Eleanor Parente, Secretary

Date

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**FACILITIES COMMITTEE**
Beltman, Alan
Fortin, Dave
*Goodno, John
Laone, Sue
Martinotti, Rob
Omichinski, Paul (BoE) Chairperson
Sadecki, Ron

**FINANCE COMMITTEE**
Beltman, Alan
Fausel, Tom
Guillemette, Bruce, *Chair
Laone, Susan
Omichinski, Paul
*Eleanor Parente
*John Vecchitto
Need to appointment Chairman

**CURRICULUM COMMITTEE**
Baccaro, Susan (BoE) Co-Chairperson
Bergstrom, Kirsten
Blore, Katherine (Katie)
Burke, Cheri
Carabis, Linda
Gaff, Liz
Grappone, Maria
Mazzei, Megan
Parente, Ellie (BoE) Co-Chairperson
Vecchitto, John (BoE)

**CREC Representative**
John Vecchitto

**TECHNOLOGY (established 6.8.15)**
Fausel, Thomas Chairperson
Guillemette, Bruce

**SUPERINTENDENT'S EVALUATION**
Omichinski, Paul Chairperson
Baccaro, Susan
*Eleanor Parente*

*New member request*
REGIONAL SCHOOL DISTRICT #10
Serving The Towns of Harwinton and Burlington
2019/2020 CALENDAR

EXPLANATION OF DATES

Aug. 22 & 23  New Teachers' Orientation (2 Days)
Aug. 26, 27  Teacher Professional Development
Aug. 28  First Day of School
Sept. 2  Labor Day
Sept. 18  Early Release/Teacher Prof. Development
Oct. 11  Teacher Professional Development
Oct. 14  Columbus Day
Nov. 1  Teacher Professional Development
Nov. 11  Early Release Har-Bur only (P/T Conferences)
Nov. 22  Early Release LGS/HCS only (P/T Conferences)
Nov. 27, 28, 29  Thanksgiving Recess
Dec. 4  Early Release/Teacher Prof. Development
Dec. 23 - Jan. 1  Holiday Recess
Jan. 17  Early Release/Teacher Prof. Development
Jan. 20  Martin Luther King, Jr. Day
Feb. 17  Presidents' Day
Feb. 18  Teacher Professional Development
March 16  Teacher Professional Development
March 27  Early Release LGS/HCS only (P/T Conferences)
April 9  Early Release/Teacher Prof. Development
April 10  Good Friday
April 13-17  Spring Break
May 6  Early Release/Teacher Prof. Development
May 25  Memorial Day
June 4  Early Release/Teacher Prof. Development
June 10  Last Day of School if NO Snow Days

Early Release Times:
Conferences & Teacher Professional Development
Lewis S. Mills High School  11:30 a.m. (no lunch)
Har-Bur Middle School  12:15 p.m. (lunch provided)
Elementary Schools K-4  1:00 p.m. (lunch provided)
AM Preschool  9:05 - 10:45
PM Preschool  11:20 - 1:00

Inclement Weather*
Lewis S. Mills High School  11:30 a.m. (no lunch)
Har-Bur Middle School  12:15 p.m. (lunch provided)
Elementary Schools K-4  1:00 p.m. (lunch provided)
AM Preschool  11:55 parent transported, 1:00 bussed students
PM Preschool  Canceled

*Dismissal times due to inclement weather are at the discretion of the Superintendent and on a case-by-case basis.

Make up days due to school cancellations which cause RSD 10 schools to be closed will be scheduled as needed beginning with June 11. The Board of Education reserves the right, under unusual circumstances, to consider scheduling regular school days during Spring Recess(April 13-17), beginning with Monday, April 13.

Students 180 days/Teachers 186 days

Board Approved: xx/xx/xxxx

Note: Anticipated Last Day of School is posted on the RSD10 website beginning on or about Jan. 1 of each year.
AGREEMENT FOR CHILD NUTRITION PROGRAMS

21000
Child Nutrition Program Sponsor Agreement Number

Region District #10
Sponsor Name (Town, City, Board of Education, School, Organization, or Corporation)

24 Lyon Road, Burlington, CT 06013
Street Address, City, State, Zip Code

<table>
<thead>
<tr>
<th>For State Use Only</th>
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<tbody>
<tr>
<td>Type of Agency</td>
</tr>
<tr>
<td>☒ Education Institution</td>
</tr>
<tr>
<td>☐ Government Agency</td>
</tr>
<tr>
<td>☐ For-profit Organization</td>
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<tr>
<td>☐ Indian Tribe</td>
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<tr>
<td>☐ Military Installation</td>
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<tr>
<td>☐ Private Nonprofit Organization</td>
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<td>☐ Other</td>
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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 15), 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):
☒ Public School ☐ Charter School ☐ Residential Child Care Institution
☐ Private School ☐ Camp ☐ Other: ________________________________

<table>
<thead>
<tr>
<th>CNP</th>
<th>Date Approved</th>
<th>Signature</th>
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<tbody>
<tr>
<td>☒ National School Lunch Program (NSLP)</td>
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<tr>
<td>☒ School Breakfast Program (SBP)</td>
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<td>☐ Afterschool Snack Program (ASP)</td>
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<td>☐ Special Milk Program (SMP)</td>
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<tr>
<td>☐ Seamless Summer Option (SSO)</td>
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☐ Child and Adult Care Food Program (CACFP)

Agreement Type (Check One):
☐ Independent Center ☐ Sponsor of Affiliated Sites
☐ Sponsor of Unaffiliated Sites ☐ Sponsor of Affiliated and Unaffiliated Sites

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<tr>
<th>CNP</th>
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<th>Signature</th>
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<tbody>
<tr>
<td>☐ Adult Day Care (ADC)</td>
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<td></td>
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<tr>
<td>☐ Child Care Center (CCC)</td>
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<tr>
<td>☐ Day Care Homes (DCH)</td>
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☐ Summer Food Service Program (SFSP)

SFSP Code (Check One):
☐ School Food Authority ☐ National Youth Sports Program ☐ Residential Camp
☐ Private Nonprofit ☐ Unit of Government ☐ Non-residential Summer Camp

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<tr>
<td>☐ Summer Food Service Program (SFSP)</td>
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☒ Food Distribution Program (FDP)

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<tr>
<th>CNP</th>
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<tr>
<td>☒ Food Distribution Program (FDP)</td>
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* 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:
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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.
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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.
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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.
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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;
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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), (e1), (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.
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).
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.
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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.
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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

Regional School District #10
(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

Region #10 Board of Education
(Name of Corporation, Board of Education, or Governing Body)
the individuals signing this agreement were authorized as noted.

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

Signature
Alan Beitman
Printed Name
Superintendent of Schools

Title (Superintendent of Schools, Mayor, Selectman, President or Chatperson 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
Susan Laone
Printed Name
Director of Finance and Operations

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
Eleanor Parente
Printed Name
Secretary of the Board of Education

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

Date

For State Use Only

CONNECTICUT STATE DEPARTMENT OF EDUCATION
Kathy Dempsey

Signature of Authorized Representative
Printed Name of Authorized Representative
Chief Financial Officer

Title

Date
<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>LOCATION</th>
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<tbody>
<tr>
<td>August 19, 2019</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>September 9 (6:30 reception)</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>October 7</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
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<tr>
<td>November 11</td>
<td>7:00 p.m.</td>
<td>LSM Auditorium</td>
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<tr>
<td>December 9</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
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<tr>
<td>January 13, 2020</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
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<tr>
<td>February 10</td>
<td>7:00 p.m.</td>
<td>LSM Auditorium</td>
</tr>
<tr>
<td>March 9</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
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<tr>
<td>April 6</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
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<tr>
<td>May 4*</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
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<td>June 8</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
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<tr>
<td>July 13</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
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<tr>
<td>Public Hearing/Vote</td>
<td>7:00 p.m.</td>
<td>Monday, March 23, 2020</td>
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<tr>
<td>Annual Budget Meeting</td>
<td>7:00 p.m.</td>
<td>LSM Auditorium</td>
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<td>*Monday, May 4, 2020</td>
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<td></td>
<td></td>
<td>The Learning Center</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Immediately following</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regular meeting)</td>
</tr>
<tr>
<td>Proposed Referendum Date</td>
<td>6 a.m.- 8 p.m.</td>
<td>Tuesday, May 5, 2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Town Halls</td>
</tr>
</tbody>
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Board Approved xx/xx/xxxx
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td><strong>Board of Education</strong></td>
<td>Monday, November 11, 2019</td>
</tr>
<tr>
<td>Meeting with Boards of Selectmen and Finance</td>
<td>(Regularly Scheduled Meeting)</td>
</tr>
<tr>
<td>To Discuss FY 2020/2021 Budget</td>
<td>(LSM Auditorium)</td>
</tr>
<tr>
<td><strong>Submission of All Budget Requests for</strong></td>
<td>Friday, December 6, 2019</td>
</tr>
<tr>
<td>Superintendent's Review</td>
<td></td>
</tr>
<tr>
<td>**Board of Education – District Overview/Regular Mtg</td>
<td>Monday, February 10, 2020</td>
</tr>
<tr>
<td>Estimate of Expenses FY 2020/2021</td>
<td>LSM High School Auditorium 7:00 p.m.</td>
</tr>
<tr>
<td><strong>Board of Education Workshop</strong></td>
<td>Monday, February 24, 2020</td>
</tr>
<tr>
<td>K-12 Presentations (Athletics)</td>
<td>Learning Center 7 to 9 p.m.</td>
</tr>
<tr>
<td>Student Support Services (Special Education)</td>
<td></td>
</tr>
<tr>
<td><strong>Board of Education Workshop</strong></td>
<td>Monday, March 2, 2020</td>
</tr>
<tr>
<td>Curriculum &amp; Instruction/Technology</td>
<td>Learning Center 7 to 9 p.m.</td>
</tr>
<tr>
<td>Facilities and Maintenance</td>
<td></td>
</tr>
<tr>
<td><strong>Board of Education Workshop/Regular Mtg</strong></td>
<td>Monday, March 9, 2020</td>
</tr>
<tr>
<td>Operations/Security</td>
<td>Learning Center 7 to 9 p.m.</td>
</tr>
<tr>
<td>New Funds</td>
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<tr>
<td>Final Review</td>
<td></td>
</tr>
<tr>
<td><strong>Copies of proposed budget to Town Clerks</strong></td>
<td>Monday, March 16, 2020</td>
</tr>
<tr>
<td><strong>Public Hearing on District Estimate of Expenses</strong></td>
<td>Monday, March 23, 2020</td>
</tr>
<tr>
<td>Vote on Estimate of Expenses</td>
<td>LSM Auditorium 7:00 p.m.</td>
</tr>
<tr>
<td><strong>Annual Meeting on District Budget</strong></td>
<td>Monday, May 4, 2020</td>
</tr>
<tr>
<td></td>
<td>Learning Center</td>
</tr>
<tr>
<td></td>
<td>Immediately following Regular Meeting</td>
</tr>
<tr>
<td><strong>Proposed Referendum Date – District Budget</strong></td>
<td>Tuesday, May 5, 2020</td>
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</tbody>
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*All meetings/workshops are based upon weather conditions*