

## Southington Board of Education Meeting

Thursday, October 11, 2018 6:30 PM

John Weichsel Municipal Center Public Assembly Room 200 North Main Street Southington, CT 06489 COMMITTEE OF THE WHOLE ~

OPERATIONS

200 North Main Street

Southington, CT 06489



### SOUTHINGTON BOARD OF EDUCATION MEETING

1. CALL TO ORDER
2. Executive Session
  - a. Student Matters
  - b. SEA Negotiations
3. Reconvene Meeting ~ Regular Session ~ 7:00 p.m.
4. Pledge of Allegiance
5. Approval of Minutes ~ September 27, 2018
6. Public Communications
  - a. Communications from Public
  - b. Communications from Board of Education
  - c. Communications from Administration
  - d. Communications from Student Representatives
7. Superintendent's Report
  - a. Personnel Report
8. Old Business
  - a. Town Government Communications
  - b. Budget Assumptions & Priorities 2019-2020 ~ Second Reading
9. New Business
  - a. ED-099 Agreement for Child Nutrition Programs
  - b. Board Resolution: Open Account for Karl Witwicki Scholarship at NFS
10. Adjournment

*The minutes presented within this document provide a summary of the discussion that took place at the Board of Education meeting. For the complete discussion of the agenda items, please view the video of the Board meeting on our website at [www.southingtonschools.org](http://www.southingtonschools.org). These minutes are considered a draft until approved at the following regular Board of Education meeting.*

## **SOUTHINGTON BOARD OF EDUCATION**

### **SOUTHINGTON, CONNECTICUT**

#### **REGULAR MEETING**

**SEPTEMBER 27, 2018**

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The regular meeting of the Southington Board of Education was held on Thursday, September 27, 2018 at 7:00 p.m. in the John Weichsel Municipal Center Public Assembly Room, 200 North Main Street, Southington, Connecticut and an Executive Session was held at 6:30 p.m.

#### **1. CALL TO ORDER**

Mr. Brian Goralski, Chairperson, called the meeting to order at 6:30 p.m.

Board members present: Mrs. Terri Carmody, Mr. Robert Brown, Ms. Lisa Cammuso, Mrs. Colleen Clark (*arrived at 6:32 p.m.*), Mr. David Derynoski, Mr. Brian Goralski, Mr. Zaya Oshana (*arrived at 6:40 p.m.*), and Mrs. Patricia Queen (*arrived at 6:31 p.m.*). Absent was Mr. Joseph Baczewski.

Administration present: Mr. Timothy Connellan, Superintendent of Schools, and Mr. Steven Madancy, Assistant Superintendent (*left executive session at 6:42 p.m.*) and Mrs. Sherri DiNello, Director of Business & Finance (*left executive session at 6:42 p.m.*).

#### **2. EXECUTIVE SESSION ~ EVALUATION OF SUPERINTENDENT OF SCHOOLS 2017-2018 AND SEA NEGOTIATIONS**

**MOTION:** by Mr. Derynoski, seconded by Mr. Brown:

**"Move to go into Executive Session, excluding the public and the press, for the purpose of discussing the evaluation of the Superintendent of Schools 2017-2018 and SEA (Southington Education Association) Negotiations, and upon conclusion reconvene to public session."**

**Motion carried unanimously by voice vote.**

*Mr. Goralski declared Executive Session ended at 7:20 p.m.*

#### **3. RECONVENE MEETING ~ REGULAR SESSION**

*Mr. Goralski reconvened the Board of Education Regular Session at 7:29 p.m.*

Board members present: Mrs. Terri Carmody, Mr. Robert Brown Ms. Lisa Cammuso, Mrs. Colleen Clark, Mr. David Derynoski, Mr. Brian Goralski, Mr. Zaya Oshana, and Mrs. Patricia Queen. Absent was Mr. Joseph Baczewski.

Administration present: Mr. Timothy Connellan, Superintendent of Schools; Mr. Steven Madancy, Assistant Superintendent, Mrs. Sherri DiNello, Director of Business and Finance, and Ms. Margaret Walsh, Director of Pupil Services.

**4. PLEDGE OF ALLEGIANCE**

The student representatives led in reciting the Pledge of Allegiance.

Mr. Goralski called for a moment of silence in memory of Rosemary Champagne who recently passed away. She was a community volunteer and role model and was selected Parade Marshal along with her husband and daughter for this year’s Apple Harvest Parade. Mr. Goralski also requested those present to keep the Perez family, from South End School, in their thoughts, who were recently in an automobile accident.

**5. APPROVAL OF MINUTES ~ September 13, 2018**

**MOTION:** by Mr. Oshana, seconded by Mr. Derynoski:

**“Move to approve the regular Board of Education minutes of September 13, 2018, as submitted.”**

**Motion carried unanimously by voice vote.**

**6. NEW BUSINESS**

**a. Summer School Update 2018**

Mr. Madancy introduced Mr. David DeStefano, Summer School Director for the past seven years. The Enrichment program continues to grow each year and sustain itself through the revenue generated.

Mr. DeStefano gave a PowerPoint presentation and overview of the 2018 Summer School and Camp Invention programs. He explained the program highlights for elementary, middle school and high school enrichment including enrollment data; elementary schools that were represented by students; number of sessions and subject area; and comparison of this year’s enrollment versus last year 2017. The Southington Community Services provided financial assistance to eight (8) families totaling \$2,025 in coverage. Mr. DeStefano explained that the high school credit recovery enrollment numbers were low this year, which he attributed to student success during the school year. He reported that six (6) Cheshire High School students were enrolled in the high school credit recovery program. He discussed the high school enrollment and class data for credit recovery. Mr. DeStefano offered recommendations for the 2019 Summer School program for both enrichment and credit recovery courses. He gave credit to the staff who came up with great ideas and were very resourceful for the success of the enrichment programs.

Mr. DeStefano highlighted the 2018 Camp Invention program that had 118 participants, and had full enrollment for the past five years. It was held at Strong Elementary School. Four scholarships were offered totaling \$910 in tuition reduction.

**b. ESY Update**

Ms. Walsh reported that the Extended School Year (ESY) program provided services for 175 students with identified special needs for the summer of 2018. She highlighted some of the programs that were offered this summer. The programs were housed at Hatton and the high school for 16 days in July from 8:30 a.m. to noon. Some of the funding comes from Jump Start (formerly known as Head Start) with the rest of the funding from the district. She provided a glossary of the acronyms of the various programs and breakdown of student enrollment in each program. Ms. Walsh spoke to the staffing, tutoring, Camp Sloper, and Camp Rise programs and Farm Camp at Lewis Farms.

**c. Smarter Balanced Test Results Presentation**

The district Math Coordinator, Amy Zappone, and district English Language Arts Coordinator, Stephanie Lawlor, gave a PowerPoint presentation on Smarter Balanced Test Results from last year's academic year 2017-2018. This is an annual overview of the results of state assessment tests, which are state mandated and an outcome of "No Child Left Behind", which was then changed to "Race to the Top" and now is called the "Every Student Succeeds Act". It was pointed out that the teachers do not teach to the test.

The coordinators spoke in detail on the test results, scale scores, vertical scale scores, achievement levels, background information on the Summative Assessment for ELA and math, Rough Cohort data, and the next steps. They explained how Southington compared to the 22 districts in DRG "C" (District Reference Group) to which Southington belonged. The coordinators emphasized that the Smarter Balanced Assessment is one data point and other forms of assessment were used to monitor student learning in real time.

The Board members had numerous questions. Mr. Brown stated that he was not a fan of one-time state mandated tests that do not count. Ninety-seven percent (97%) of students take the test with the remainder of students opting out. It was pointed out that special education students have alternative forms of assessment for students with disabilities depending on the disability. The coordinators stated that the curriculum is aligned to the Common Core State Standard (CCSS), which aligns with this assessment. The alignment is there; however, it is about the implementation. Districts cannot teach to the test because the test is computer adaptive and every child sitting for the test has a different question.

Nicholas Mangene, student representative, stated that when he took the test in eighth grade, the students did not take it as seriously as the elementary students did and thought it was a time to get out of class. Mrs. Zappone stated that in some districts there are pep rallies for standardized testing and parent involvement depending on how different districts approach the testing. Bianca Spataro, student representative, noted that as the students get older, they see that the test is not going to affect their grade, so there is not as much effort put into it. Mr. Goralski stated that he thought state standardized testing was disrespectful and abusive towards children with special needs. Mr. Connellan added that the Smarter Balanced Assessments are federally

mandated, so the state must do it to be in compliance with the “Every Student Succeeds Act” and it is passed down to the Local Education Agency (LEA) to comply.

Trevor Messina, student representative, added that he is in special education and agreed that standardized testing and sitting in front of a computer for two hours can be like torture. However, Southington teachers modify testing for each special education student so they can succeed. He receives extended time and can go in a separate room to take a test. The special education teachers have done a very good job to try to accommodate around the different circumstances for each individual student and considers their situation. Mr. Goralski noted that the student representatives’ voices are more powerful than his words, especially at budget time.

Mrs. Zappone stated that she planned to continue to educate parents and community members regarding math instruction and new math. She announced that Mr. Greg Tang was returning to the district to give a math presentation on Thursday, November 8, 2018 at 5:30-6:30 p.m. at DePaolo Middle School.

**d. Budget Assumptions / Priorities 2019-2020**

Mr. Goralski stated that the Budget Assumptions and Priorities for 2019-2020 were a first read and would come before the next Board of Education meeting for action. Mrs. DiNello stated that she needed to get the 2019-2020 Budget Handbook to the administrators and would include the Budget Assumptions and Priorities as a draft document in the handbook. The Budget Assumptions and Priorities are the same as last year.

**e. Evaluation of Superintendent of Schools 2017-2018**

Mr. Goralski reported that the evaluation of the superintendent of schools was held in executive session and there would be a statement forthcoming from the Board. He stated that the Board was happy with the direction of the district. He thanked Mr. Connellan for his calm, focused, professional leadership that he provides for the district.

**7. PUBLIC COMMUNICATIONS**

**a. Communications from Audience**

There was no audience communication.

**b. Communication from Board Members**

Board members discussed the following:

- Mr. Brown reported that the Wall of Honor Committee had established April 9, 2019 for the ceremony with four people who will be receiving recognition along with seven veterans from World War II.
- Mr. Derynoski stated that the Technology Advisory Committee had to cancel their last meeting. They had started working on the Manufacturing and Trades Job Fair. In November, there will be a Career Fair at Kennedy Middle School with local manufacturers and trades people speaking to the seventh-grade students. The Board members agreed that there is a need for quality tradesmen.

- Mr. Goralski stated that he would be at Hatton Elementary School PTO meeting on Monday, October 1, to present facts on the pathway to Hatton.

**c. Communication from Administration**

Administration reported on the following:

1. Interagency School Safety Committee: Mr. Connellan reported that last week the committee met and that there will be some additional training for the school office staff and for paraeducators with the Southington Police Department for school safety. There will be a review of some plan changes. Every other year they are required to look at various types of hazards and a group of individuals including the Director of Health, the police and fire departments will go through that for each of the schools, which is part of the plan review. The resubmission for the Safety Plan review is November 1, which will come before the Board in Executive Session in October. Grant funds will be available; however, the RFP (Request for Proposals) is not out. The committee plans to apply for a grant this year.
2. PSAT / SAT October Administration: Mr. Madancy reported that there was a slight change of the early release day schedule for January so they could align the release days with the testing dates. The PSAT and SAT testing dates in October are established by the College Board and are not a date that the district gets to choose. He explained in detail the complexities and logics to accommodate for the testing. The administration's recommendation is to let the students leave for the day when the testing is complete, which is a  $\frac{3}{4}$  day for the students and the seniors not go to school that test day. The student representatives agreed that it was a great idea to have the seniors not go to school that day.

Mr. Derynoski asked if there was an update on the status of the Title IX review from the state. Mr. Connellan stated that it was submitted to the state in the spring, as required, and they have yet not received a response from the state yet. Mr. Connellan thought that the district would be okay as long as they demonstrate progress was made on a number of the items. The biggest issue in that plan is still the softball field.

**d. Communication from Students Representatives**

Mr. Nick Mangene reported on the following:

- The DECA officers for 2018-2019 were inducted at their last meeting.
- The Southington High School Open House was successful with good attendance.

Miss Spataro reported on the following:

- Financial Aid Night was planned for Thursday, October 4 at 6:30 p.m. in the high school auditorium.

Mr. Trevor Messina reported on the following:

- The PSAT test for grades 9, 10, and 11 would be held on Wednesday, October 10, which would be a half-day of school and seniors would not be attending school on that day.

**8. ADJOURNMENT**

**MOTION:** by Mr. Derynoski, seconded by Mr. Oshana:

**“Move to adjourn.”**

**Motion carried unanimously by voice vote.**

The meeting adjourned at 8:55 p.m.

Respectfully submitted,  
*Linda Blanchard*  
Recording Secretary

**Board of Education**

**Administrative Report**

**October 11, 2018**



- 1. The Courage to Speak Foundation**
- 2. Kelley School Playground**
- 3. Safety Training School Office Staff**
- 4. School Safety and Security Grant**

# The Courage to Speak Foundations Presents: Courage to Speak® Courageous Parenting 101 "Parenting Through the Opioid Crisis and Beyond"™

## A Double Dose of Prevention™



**Part 1:** Featuring the Courage to Speak® Presentation presented by Ginger Katz, CEO, Founder, and Author of *Sunny's Story, A Drug Prevention Book*

**Part 2:** Facilitated by Evette Corujo-Aird presenting Courage to Speak® Courageous Parenting 101 "Parenting Through the Opioid Crisis and Beyond"™



### Drug Prevention Program Covering:

- Effective Communication Strategies with Children Around Drugs
- Teaching Drug Refusal Skills
- Understanding Emotional Pain and Teaching Children How to Cope
- Knowing Signs of Drug Use
- The Influence of Marijuana and Opioid Use
- Parent Resources and Much More!

**Southington Municipal Building**  
200 North Main Street, Southington CT  
**October 29, 2018 6:00 PM**

Refreshments at 5:30 and Childcare with RSVP

**For more information about the event or to RSVP contact:**  
Evette Corujo-Aird at 860-628-3229 ext. 11247

The Courage to Speak Foundation, Inc. was founded by Ginger Katz in an effort to foster open communication about the prevention of alcohol and other drug abuse among young people. Ginger has been inspired to speak out by the untimely death of her son Ian from a drug overdose. Since 1996, she has given over 1,000 presentations nationally to hundreds of thousands of parents and their children.



This event is funded in whole from the United States Department of Health and Human Services' (HHS) Substance Abuse and Mental Health Services Administration (SAMHSA) through the CT Department of Mental Health and Addiction Services. (DMHAS).

**DHMAS Opioid Support Access Line: 1-800-563-4086**

[www.couragetospeak.org](http://www.couragetospeak.org)

**BOARD OF EDUCATION  
SOUTHINGTON, CONNECTICUT**

Informational Only \_\_\_\_\_ Board Meeting Date October 11, 2018

Decision Requested X Agenda Code 7. a.

**AGENDA REPORTING FORM**

**Agenda Topic:** Personnel Report

**Summary of Issue:** This Personnel Report includes appointments, resignations, retirements, and transfers for certified and classified personnel for 2018– 2019.

**Background:** The attached report lists personnel activity from September 1, 2018, through September 30, 2018.

**Alternative Strategies:** \_\_\_\_\_

**Cost (if applicable):** N/A **Funding Source:** Board of Education

**Beginning Date of Program or Project:** N/A

**Ending Date of Program or Project:** N/A

**Recommendation or Comment:** Recommend that the Personnel Report be approved as submitted.



\_\_\_\_\_  
Signature of Staff Member Submitting Report



\_\_\_\_\_  
Signature of Superintendent of Schools

**Titles of Attachments:**

1. Personnel Report

Agenda – October 2018

# PERSONNEL ACTIVITY REPORT

FOR: October 2018

## APPOINTMENTS

### Certified

Name	Position	School	FTE If Less Than 1.0	Effective Date	Highest Degree	University / School	Salary
Knoegel, Roberta	Speech Language Path	District	.40	September 4, 2018	6 <sup>th</sup> Yr.	Southern CT State Univ.	\$93,751.00 prorated
Prior, Stephanie	Pre-K Facilitator	Hatton	.40	September 7, 2018	6 <sup>th</sup> Yr.	Southern CT State Univ.	\$79,451.00 prorated
Durso-Smith, Margret	Special Ed Teacher	JFK		September 20, 2018	BA	Southern CT State Univ.	\$47,982.00
Morelli, David	Special Ed Teacher	JFK		September 24, 2018	MA	University of Hartford	\$88,164.00
Gauvin, Alicia	Special Ed Teacher	Kelley		October 9, 2018	MA	Springfield College	\$57,412.00 prorated
LaCombe, Brianne	Special Ed Teacher	DES		October 29, 2018	MA	Central CT State Univ.	\$55,478.00 prorated
Hartt, Ryan	Social Studies Teacher	JFK		October 29, 2018	MA	Univ. of Southern CA	\$55,478.00 prorated

# APPOINTED

## Classified

Name	Position	School	Hours Per Week	Effective Date	Salary / Hourly Rate
Gavin, Angela	Special Education Paraeducator	Hatton	27.50	TBD	\$16.83
Breen, Gina	Numeracy Tutor	Plantville	10.00	September 10, 2018	\$20.12
Samson, Natasha	Literacy Tutor	Derynoski	25.00	September 10, 2018	\$20.12
Lester, Amanda	Literacy Tutor	Flanders	25.00	September 10, 2018	\$20.12
Sasek, Cheryl	Literacy Tutor	Hatton	25.00	September 10, 2018	\$20.12
Gobeil, Brittany	Literacy Tutor	Strong	25.00	September 10, 2018	\$20.12
Ellis, Judith	Literacy Tutor	JAD	10.00	September 10, 2018	\$20.12
Kemnitz, Kelly	Literacy/Math Tutor	Kelley	27.50	September 10, 2018	\$20.12
Bonola, Marcy	Literacy/Math Tutor	South End	27.50	September 10, 2018	\$20.12
Kelly, Kimberly	Literacy/Math Tutor	Derynoski	25.00	September 10, 2018	\$20.12
Jenkinson, Petra	Numeracy Tutor	SHS	25.00	September 10, 2018	\$20.12
Cranney, Christine	Numeracy Tutor	Flanders	25.00	September 10, 2018	\$20.12
Rosania, Gina	Numeracy Tutor	Hatton	25.00	September 10, 2018	\$20.12
Massi, Allyson	EL Tutor	PES/KES	31.25	September 10, 2018	\$16.83
Steinberg, Marcie	Numeracy Tutor	Derynoski	25.00	September 11, 2018	\$20.12
Shultz, Shannon	Special Education Paraeducator	Kelley	27.50	September 17, 2018	\$16.83
Leone, Holly	Literacy Tutor	Thalberg	25.00	September 17, 2018	\$20.12
Savino, Eric	Special Education Paraeducator	JAD	31.25	September 17, 2018	\$16.83
Gemmell, Lesa	Special Education Paraeducator	SHS	27.50	September 17, 2018	\$16.83
Green, Courtney	Secretary Class II, Special Ed / Transportation	Central Office	37.50	September 20, 2018	\$22.99
Wayton, Matthew	ABA Therapist	JAD	35.00	September 24, 2018	\$16.83
Mazur, Beverly	Numeracy Tutor	Thalberg	12.50	September 25, 2018	\$20.12
Songhurst, Lacey	Literacy Tutor	Thalberg	25.00	September 26, 2018	\$20.12
Morawski, Alexa	Special Education Paraeducator	Hatton	19.50	September 27, 2018	\$16.83
Belanger, Ellen	Numeracy Tutor	Thalberg	12.50	September 28, 2018	\$20.12
Galvan, Jeanette	Numeracy Tutor	Strong	25.00	October 1, 2018	\$20.12
Tavalozzi, Patricia	Permanent Substitute Registered Nurse	SPS	35.25	October 1, 2018	\$45,461.00
Fortin, Melanie	Family Resource Center, Parent Educator	Strong	15.00	October 1, 2018	\$19.09
Soto, Mariah	Special Education Paraeducator	JFK	27.50	October 1, 2018	\$16.83
Gibson, Wendy	Special Education Paraeducator	Hatton	17.00	October 4, 2018	\$16.83
Nelthropp, Rachael	Special Education Paraeducator	Hatton	27.50	October 10, 2018	\$16.83

## ASSIGNMENT CHANGE

### Certified

Name	From Position		To Position	School	Effective Date
No certified staff assignment changes month of September					

### Classified

Name	From Position	Hours per Week		To Position	Hours per Week	School	Effective Date
LeBlanc, Emilene	Special Ed Paraeducator	18.75		Special Ed Paraeducator	27.50	JFK	August 30, 2018
King, Susan	Special Ed Paraeducator	19.50		Special Ed Paraeducator	25.00	SHS	August 30, 2018
Alves, Kathleen	Paraeducator	26.25		Paraeducator	31.25	PES	August 31, 2018

## RESIGNATIONS

### Certified

Name	Position	School	Effective Date	Years of Service	Retire
Morelli, David	Special Education Teacher	JFK	September 27, 2018	2 days	No
Chubet-Mangiacoira, Anne	Social Studies Teacher	JFK	October 6, 2018	32 years	Yes
Thompson, Andrea	Special Education Teacher	DES	October 6, 2018	1 year	No
Setton-Colon, Marcela	Special Education Teacher	Flanders	October 19, 2018	3 years	No

### Classified

Name	Position	School	Effective Date	Years of Service	Retire
Marshall, Regina	Part-Time Special Education Paraeducator	Hatton	September 13, 2018	11 years	No
Kaczor, Cathy	Part-Time Special Education Paraeducator	Hatton	September 15, 2018	9 years	No
Wayton, Matthew	Part-Time Special Education Paraeducator	JAD	September 22, 2018	1 year	No
Tranquillo, Anthony	Technology Analyst	SPS	September 28, 2018	8 years	Yes
Minton, Laura-Jean	Part-Time Special Education Paraeducator	Hatton	October 6, 2018	10 years	Yes
Casey, Maureen	Occupational Therapist	SPS	October 9, 2018	2 years	No
Blair, Randall	Security Attendant	SHS	December 29, 2018	21 years	Yes

## TRANSFERS

### Certified

Name	From Position	From School	To Position	To School	Effective Date
No certified transfers in the month of September					

### Classified

Name	From Position	From School	To Position	To School	Effective Date
Belanger, Karie	Full-Time Paraeducator	Hatton	Full-Time Paraeducator	DES	August 30, 2018
Reed, Amelia	Part-Time Paraeducator	Hatton	Full-Time Paraeducator	Flanders	September 21, 2018

## UNPAID LEAVES OF ABSENCE

Name	Position	School	Start Date	End Date	Reason
No unpaid leaves of absence in the month of September					

## COACHING / STIPENDS

### Appointments

Name	To Position	School	Effective Date	Stipend
No coaching appointment in the month of September				

### Resignations

Name	From Position	School	Effective Date
Niro, Richard	Head Coach, Cross Country	JAD	September 6, 2018
Przybylski, Bruno	Assistant Coach, Softball	SHS	September 26, 2018

**BOARD OF EDUCATION  
SOUTHINGTON, CONNECTICUT**

Informational Only  Board Meeting Date October 11, 2018

Decision Requested \_\_\_\_\_ Agenda Code 8 a.

**AGENDA REPORTING FORM**

**Agenda Topic:** Town Government Communications

**Summary of Issue:** Communications (when applicable) will be discussed.

**Background:** N/A

**Alternative Strategies:** N/A

**Cost (if applicable):** N/A                      **Funding Source:** N/A

**Beginning Date of Program or Project:** N/A

**Ending Date of Program or Project:** N/A

**Recommendation or Comment:** N/A

*Timothy J. Connellan*

\_\_\_\_\_  
Signature of Superintendent of Schools

**BOARD OF EDUCATION  
SOUTHINGTON, CONNECTICUT**

Informational Only \_\_\_\_\_

Board Meeting Date October 11, 2018

Decision Requested     X    

Agenda Code     8.b    

**AGENDA REPORTING FORM**

**Agenda Topic:**     Budget Assumptions and Priorities for 2019 – 2020 ~ Second Reading    

**Summary of Issue:**     Annually, the Board sets up budget assumptions and priorities to be included in the upcoming budget documents.    

**Background:**                             N/A                            

**Alternative Strategies:**                     N/A                    

**Cost (if applicable):**                     N/A                          **Funding Source:**                     N/A                    

**Beginning Date of Program or Project:**                             N/A                            

**Ending Date of Program or Project:**                             N/A                            

**Recommendation or Comment:**     The Board of Education adopt the Budget Assumptions and Priorities for 2019 - 2020.    



\_\_\_\_\_  
Signature of Staff Member Submitting Report



\_\_\_\_\_  
Signature of Superintendent of Schools

**Titles of Attachments:**

1. 2019-2020 Assumptions – Draft
2. 2019-2020 Priorities – Draft
3. \_\_\_\_\_

**ASSUMPTIONS**  
**2019 - 2020 BOARD OF EDUCATION BUDGET**

- Open communication and cooperation will be maintained with other municipal boards and community throughout the budget process.
- State and Federal financial support of education will not keep pace with increased programming mandates and may be further reduced by legislation and reductions of grants and other supports to local communities.
- Safety, security and health standards will be maintained and supported through continued training of staff; e.g., School Safety and Security Plan, Anti-bullying, Blood Borne Pathogens, Sexual Harassment / Title IX, Mandated Reporting, OSHA (Office of Safety and Health Administration).
- Salaries and benefits will be based on commitments incurred through collective bargaining and other employment agreements.
- Existing programs and services will be reviewed, evaluated, maintained or adjusted as the educational needs of students change.
- Overall certified and classified staffing levels will be adjusted based on enrollment, programming, safety factors and facility considerations.
- Purchased services and supply accounts will be reviewed and adjusted based on documented prices and trends; i.e., fuel, where appropriate, enrollment changes, and facility needs.
- Budgeted items that are bid will be based on budget history and inflation projections.
- Use of space and facilities district-wide will be efficient and effective and reflect innovative uses, wherever possible.
- Consideration will be given to the current economic conditions.

**PRIORITIES**  
**2019 - 2020 BOARD OF EDUCATION BUDGET**

- Support funding for appropriate class sizes at all levels of instruction.
- Update all instructional materials for teachers and students as required through the curriculum renewal cycle for the current school year.
- Continue to work towards providing foundational levels of support across the district to support the implementation of SRBI (Scientific Research Based Interventions).
- Continue funding for expansion and sustainability of technology with access and equity for all students.
- Continued commitment to the district's Vision of a Graduate and the 21<sup>st</sup> Century skills identified through our Community Engagement process including funding for a strong professional development initiative.
- Support funding for the prioritized joint Capital Plan (Board of Education / Town of Southington).
- Continue to pursue opportunities to share services, where appropriate, between the Board of Education and all town departments.
- Continue to monitor and update the security and well-being of the infrastructure of our facilities, students, and staff.
- Expand World Language offerings, as appropriate, across the district.

BOARD OF EDUCATION  
SOUTHINGTON, CONNECTICUT

Informational Only \_\_\_\_\_ Board Meeting Date October 11, 2018

Decision Requested X Agenda Code 9.a

**AGENDA REPORTING FORM**

**Agenda Topic** ED-099 AGREEMENT FOR CHILD NUTRITION PROGRAMS

**Summary of Issue:** This Permanent Single Agreement represents the 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 of the following CNPs: National School Lunch Program (NSLP), School Breakfast Program (SBP) and Special Milk Program (SMP) and Food Distribution Program (FDP). By signing this agreement, the Southington Board of Education agrees to comply with the requirements for any Child Nutrition Program in which it is approved to participate.

**Background:** All sponsors of the Child Nutrition Program (CNP) must complete and submit a new Permanent Single Agreement to participate in the CNPs by November 15, 2018. In the past, the ED-099 agreement was part of the Healthy Food Certification program, which came before the Board for approval to participate in the 2018-2019 school year at the Board's April 26, 2018 meeting. However, this new agreement supersedes all previous agreements with the Connecticut State Department of Education and requires Board approval.

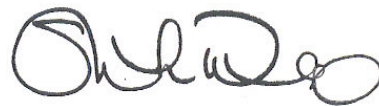
**Alternative Strategies:** N/A

**Cost (if applicable):** N/A **Funding Source:** N/A

**Beginning Date of Program or Project:** July 1, 2018

**Ending Date of Program or Project:** June 30, 2019

**Recommendation or Comment:** Move that the Board of Education agrees to comply with the requirements for any Child Nutrition Program in which it is approved to participate for the 2018-2019 school year and authorize the Superintendent of Schools and Director of Business and Finance to sign claims for reimbursement.



\_\_\_\_\_  
Signature of Staff Member Submitting Report



\_\_\_\_\_  
Signature of Superintendent of Schools

Titles of Attachments:

1. Ed-099 Agreement for Child Nutrition Program

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**

**13100**

*Child Nutrition Program Sponsor Agreement Number*

Southington School Lunch

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

200 North Main Street, Southington, CT 06489

*Street Address, City, State, Zip Code*

For State Use Only	
<b>Type of Agency</b>	
<input 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 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: \_\_\_\_\_

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):**

- Independent Center       Sponsor of Affiliated Sites  
 Sponsor of Unaffiliated Sites       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):**

- School Food Authority       National Youth Sports Program       Residential Camp  
 Private Nonprofit       Unit of Government       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)			4004119

\* 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.



**BOARD OF EDUCATION  
SOUTHINGTON, CONNECTICUT**

Informational Only \_\_\_\_\_ Board Meeting Date October 11, 2018

Decision Requested X Agenda Code 9.b

**AGENDA REPORTING FORM**

**Agenda Topic:** Board Resolution: Open Account for Karl Witwicki Scholarship at NFS

**Summary of Issue:** This scholarship account has been dormant for a number of years with no activity. National Financial Services (NFS) acquired Banc North a number of years ago and no one is listed as an authorized signer on this account. A resolution is needed to "open" the account and to assign authorized individuals.

**Background:** The scholarship was opened in 2008 with a \$50,000 deposit. Scholarship payments have been made from another Witwicki Scholarship account, which is why these funds have remained intact and no activity occurred.

**Alternative Strategies:** \_\_\_\_\_ N/A \_\_\_\_\_

**Cost (if applicable):** \_\_\_\_\_ N/A \_\_\_\_\_ **Funding Source:** \_\_\_\_\_ N/A \_\_\_\_\_

**Beginning Date of Program or Project:** \_\_\_\_\_ October 12, 2018 \_\_\_\_\_

**Ending Date of Program or Project:** \_\_\_\_\_ Ongoing \_\_\_\_\_

**Recommendation or Comment:** The Board of Education approves a resolution authorizing Sherri DiNello, Director of Business & Finance and Jennifer Mellitt, Accounting Manager, to establish and maintain the Karl Witwicki Scholarship with National Financial Services.



\_\_\_\_\_  
Signature of Staff Member Submitting Report



\_\_\_\_\_  
Signature of Superintendent of Schools

Titles of Attachments:

1. Corporate & Unincorporated Organization Resolution
  2. \_\_\_\_\_
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# 5. Resolutions

**Certified copy of certain resolutions adopted by the board of directors or governing body or the members whereby the establishment and maintenance of trading accounts has been authorized. Resolved:**

**First:** That the individuals listed in Section 3 of this form are, and each of them hereby is, authorized on behalf of this Company to establish and maintain one or more accounts which may be margin accounts with the Broker/Dealer and National Financial Services "NFS." The account(s) will be used for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short sales in margin accounts), possessing, transferring, exchanging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities including, but not limited to, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, certificates of deposit, mortgages, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

The fullest authority at all times with respect to any such commitment or transaction, deemed by any of the officers and/or agents to be proper in connection with, is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to NFS with respect to transactions.

The "authorized individuals" named in Section 3 are authorized to borrow money and securities and to borrow such money and securities from or through NFS and to secure repayment thereof with the property of the Company.

The authorized individuals may bind and obligate the Company to and for the carrying out of any contract, arrangement, or transaction, which is entered into by any officer and/or agent for and on behalf of the Company with or through NFS. The authorized individuals may pay by checks, and/or drafts drawn on the funds of the Company such sums as may be necessary in connection with any of the said accounts.

The authorized individuals may deliver securities and contracts to NFS and deliver securities to and deposit funds with NFS.

The authorized individuals may order the transfer or delivery of securities to any other person whatsoever, and/or to order the transfer of record of any securities, to any name selected by any of the said officers or agents, affix the corporate seal to any documents or securities to any name selected by any of the said officers or agents and affix the corporate seal to any documents or agreements, or otherwise to endorse any securities and/or contracts in order to pass title.

The authorized individuals may direct the sale or exercise any rights with respect to any securities and sign for the Company all releases, powers of attorney, trading authorizations, Margin Agreements, Options Contracts and/or other documents in connection with any such account, and to agree to any terms or conditions to control any account.

The authorized individuals may direct NFS to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee.

The authorized individuals may accept delivery of any securities and appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do.

**Second:** That NFS may deal with all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Company directly.

**Third:** That the Secretary of the Company is hereby authorized, empowered and directed to certify, under the seal of the Company, or otherwise, to NFS:

- A. A true copy of these resolutions
- B. Specimen signatures of each and every person by these resolutions empowered
- C. A certificate (which, if required by NFS, shall be supported by an opinion of the general counsel of the Company, or other counsel satisfactory to NFS) that the Company exists, that its charter empowers it to transact the business by these resolutions, and that no limitation has been imposed upon such powers by the by-laws or otherwise.

**Fourth:** That NFS may rely upon any certification within these resolutions, NFS receives written notice of a change in or rescission of authority, no other form of notice is acceptable, nor shall the fact that any individual previously authorized ceases to be an officer of the Company or becomes an officer under some other title, in any way affect the powers hereby conferred. The failure to supply NFS with written notification of changes does not invalidate any transaction if the transaction is in accordance with authority actually granted.

**Fifth:** That in the event of any change in the office or powers of persons empowered, the Secretary shall notify changes to NFS in writing. When received, NFS will terminate the powers of the persons previously authorized, and to empower the persons taking the place of the previous persons.

**Sixth:** That the foregoing resolutions and the certificates furnished to NFS by the Secretary of the Company are made irrevocable until written notice of the revocation has been received by NFS.

**Seventh:** That the Company and its officers indemnify and hold NFS harmless from any claim, loss, expense or other liability for effecting any transactions and acting upon any instructions given by the officers or Secretary of the Company.

### Signature for Corporation

**This certification must be signed by the President, Secretary or other authorized individual. A Corporation must include a Corporate Seal or Articles of Incorporation.**

Print Authorized Individual Name <i>First, M.I., Last</i>	
Authorized Individual Signature	Date <i>MM - DD - YYYY</i>
SIGN	



*continued on next page*



## 5. Resolutions *continued*

### Signature for Unincorporated Organization

This certification must be signed by the President, Secretary or other authorized individual. An Unincorporated Organization must also have the authorized individual's signature notarized.

Print Authorized Individual Name <i>First, M.I., Last</i>	
Authorized Individual Signature	Date <i>MM-DD-YYYY</i>
<b>SIGN</b> ▶	▶

### Statement of Notary Public *In this section, "You" and "you" refer to the Notary Public.*

You certify that the individual signing above appeared before you on the date indicated below, that they are known to you to be the individuals they claim to be, and that they represented to you that they made the certifications above their signature of their own free will.

State	County	Identification
Print Notary Name <i>First, M.I., Last</i>		Commission Expires <i>MM DD YYYY</i>
Notary Signature		Date <i>MM-DD-YYYY</i>
<b>SIGN</b> ▶	▶	

NOTARY SEAL / STAMP