



Board of Education Regular Meeting Agenda *(rev)*
501 Kings Highway East, 2nd Floor Board Conference Room
October 23, 2018
7:30 PM

1. Call to Order of the Regular Meeting of the Board of Education and Roll Call
2. Pledge of Allegiance
3. Student Reports
 - Fairfield Ludlowe High School: Ms. Coolidge, Ms. Phillips, Mr. Holtz
 - Fairfield Warde High School: Mr. Rivera, Ms. Solari
4. Public Comment*
5. Presentations
 - A. PTA Recognition, Mrs. Gerber
 - B. Student Data Report, Mr. Cummings
6. Old Business
 - A. Adoption of Policy 6146: Requirements for Graduation
([Enclosure No. 1](#))
Recommended Motion: "that the Board of Education adopt Policy 6146: Requirements for Graduation"
7. New Business
 - A. First Reading of Policies
([Enclosure Nos. 2, 3](#))
 - Policy 5144.1 Students/Use of Physical Force
 - Policy 5125 Student Records Confidentiality
 - B. First Reading of 2019-2020 Student Calendar
([Enclosure No. 4](#))
 - C. General Education – PK Enrollment Process
 - D. BOE Goal Discussion
([Enclosure No. 5](#))
 - E. Approval of CSDE ED-099, Agreement for Child Nutrition Programs
Recommended Motion: "that the Board of Education approve the authorized signers listed in ED-099, the Agreement for Child Nutrition Programs"
([Enclosure No. 6](#))
8. Approval of Minutes
Recommended Motion: "that the Board of Education approve the *Special* Minutes of September 11, 2018, October 9, 2018 (5:45) and October 9, 2018 (6:45); and the *Regular* Minutes of September 11, 2018"
([Enclosure Nos. 7,8,9,10](#))

9. Superintendent's Report
10. Committee/Liaison Reports
11. Open Board Comment
12. Public Comment*
13. Adjournment

Recommended Motion: "that this Regular Meeting of the Board of Education adjourn"

**During this period the Board will accept public comment on items pertaining to this meeting's agenda from any citizen present at the meeting (per BOE By-Law, Article V, Section 6). Those wishing to videotape or take photographs must abide by CGS §1-226.*

CALENDAR OF EVENTS

November 13, 2018 Regular Meeting	7:30 PM	501 Kings Hwy East 2 nd Floor Board Conference Room
--------------------------------------	---------	---

RELOCATION POLICY NOTICE

The Fairfield Public Schools System provides services to ensure students, parents and other persons have access to meetings, programs and activities. The School System will relocate programs in order to ensure accessibility of programs and activities to disabled persons. To make arrangements, please contact the office of Special Education, 501 Kings Highway East, Fairfield, CT 06825, Telephone: (203) 255-8379.

Students

Progress / Records

REQUIREMENTS FOR GRADUATION

6146 (a)

Introduction

I. Graduating Classes 2018-2019

To graduate from the Fairfield Public Schools, students in the class of 2018 to 2019 must earn a minimum of 21.5 credits and meet the credit distribution requirement. A student must demonstrate the designated computer applications proficiency. One semester equals 0.5 credit for a full block assignment.

Credit Requirements for Graduation

To meet the minimum requirements for a high school diploma, a student must earn 21.5 credits and achieve the following credit distribution:

English	4 credits
Math	3 credits
Science	3 credits
Social Studies	3.5 credits
Physical Education & Health	1.5 credits (8 units)
Arts / Vocational	1 credit

II. Graduating Classes 2020-2022

To graduate from the Fairfield Public Schools, students in the class of 2020 to 2022 must earn a minimum of 21.5 credits and meet the credit distribution requirement. One semester equals 0.5 credit for a full block assignment.

Credit Requirements for Graduation

To meet the minimum requirements for a high school diploma, a student must earn 21.5 credits and achieve the following credit distribution:

English	4 credits
Math	3 credits
Science	3 credits
Social Studies	3.5 credits
Physical Education & Health	1.5 credits (8 units)
Arts / Vocational	1 credit

REQUIREMENTS FOR GRADUATION (continued)

6146 (b)

III. Graduating Classes Beginning 2023

Beginning with the graduating class of 2023, students must earn a minimum of 25 credits and meet the credit distribution requirement. One semester equals 0.5 of a credit for a full block assignment. Single courses requiring additional scheduled time to be blocked will also receive commensurate credit.

Seventh- and eighth-grade students may earn up to three (3) high school credits if they successfully complete any course, the primary focus of which corresponds directly to the subject matter of a specified course requirement in grades nine to twelve.

Credit Requirements for Graduation

To meet the minimum requirements for a high school diploma, a student must earn 25 credits. Each course taken can be credited to only one of the areas below. The 25 credits must achieve the following credit distribution:

Credits in the Humanities, including Civics and the Arts	<u>9 credits</u>
Comprising:	
English	4.0 credits
Social Studies (1 in US History; 0.5 in Civics)	3.5 credits
Additional credit in Humanities area, core or elective	1.5 credits
Credits in Science, Technology, Engineering, and Technology (STEM)	<u>9 credits</u>
Comprising:	
Math	3 credits
Science	3 credits
Additional credit in STEM area, core or elective	3 credits
Physical Education and Wellness	<u>1 credit</u>
0.5 credit must be in PE	
Health and Safety	<u>1 credit</u>
0.75 credit must be in Health	
World Language	<u>1 credit</u>
Electives	<u>3 credits</u>
0.5 credit must be in Fine Arts/Vocational Arts	
Mastery-Based Diploma Assessment/Assured Skill Experiences	<u>0.5 credit</u>

REQUIREMENTS FOR GRADUATION (continued)

6146 (c)

Students will demonstrate proficiency in each of the indicators of the academic expectations which are embedded in projects and activities developed by the FPS faculty in the following areas:

- Critical and Creative Thinking (Exploring and Understanding, Synthesizing and Evaluating, Creating and Constructing); and
- Communicating and Collaborating (Conveying Ideas, Using Communication (Media) Tools, Collaborating Strategically)

Mastery-Based Diploma Assessment/Assured Content Experience 0.5 Credit
Completion of one option in two out of the three sections in Section IV

IV. Mastery-Based Diploma Assessment/Assured Content Experience Options

Mathematics

Meet the State of Connecticut expectations for 11th Grade proficiency on the math portion of the PSAT or SAT

Meet the ACT score for proficiency on the math portion of that test

Pass a competency-based assessment to demonstrate proficiency in math

Meet the proficiency standard on a district-developed math portfolio

Complete a capstone course

Complete a course internship in a field of study, employment opportunity, or volunteer role that requires the use of Algebra II level math at a minimum

Provide evidence of proficiency on a nationally recognized math assessment

Score a 3 or higher on Advanced Placement Calculus AB, Advanced Placement Calculus BC, or Advanced Placement Statistics

Evidence Based Reading and Writing

Meet the State of Connecticut expectations for 11th Grade proficiency on the Evidence Based Reading and Writing portion of the PSAT or SAT

Meet the ACT score for proficiency on the English, Reading, or Writing portion of that test

Pass a competency-based assessment to demonstrate proficiency in Reading

Meet the proficiency standard on a district-developed literacy portfolio

Complete a capstone course

REQUIREMENTS FOR GRADUATION (continued)

6146 (d)

Complete a course internship in a field of study, employment opportunity, or volunteer role that requires the use of junior year level English

Provide evidence of proficiency on a nationally recognized Reading or Writing assessment

For English Language Learners who have lived in Connecticut for fewer than five years, a score of proficiency or above on the State English Mastery exam designed for this population

Score a 3 or higher on Advanced Placement Language & Composition or Advanced Placement Literature & Composition

Content Area Mastery

Score of 3 or higher on content area Advanced Placement exam (other than Math or English)

Placement in state or national competitions in a content area as listed in administrative regulations

Proficiency scores on other content area assessments which are approved by curriculum departments and are listed in administrative regulations

V. Additional Considerations

Transfers

If a student transfers to a Fairfield high school after completing three (3) years of high school elsewhere, he/she is exempt from Fairfield High School Performance Standards.

Notification: Teachers, Students, and Parents

By August before the start of the Senior Year, the guidance department will formally notify students, their teachers, and their parents or guardians if the district's standard has not been met in the areas of Mastery-Based Content Experiences. A plan will be put in place to assist the student in successful completion of an alternate pathway.

Options

If a student does not meet the credits required for graduation, he or she may return to the high school for a fifth year, enroll in summer school, or enroll in other course options, all to be pre-approved by the headmaster(s) and Chief Academic Officer.

REQUIREMENTS FOR GRADUATION (continued)

6146 (e)

Appeals

The headmaster(s) shall oversee all appeals processes for accepting credit substitutions in unique circumstances, or accepting credit from accredited institutions outside the Fairfield Public School system, such as other high schools, higher education, and national programs. The final authority to determine graduation eligibility rests with the Chief Academic Officer.

Legal Reference: Connecticut General Statutes

NEW LEGISLATION REFERENCE HERE

Approved 8/27/04

Revised and Approved 9/27/05

Revised and Approved 1/12/2010

Fairfield Public Schools
Board of Education
Policy Guide

Students

USE OF PHYSICAL FORCE

5144.1(a)

The Board of Education (Board) believes that maintaining an orderly, safe environment is conducive to learning and is an appropriate expectation of all staff members within the district. To the extent that staff actions comply with all applicable statutes and Board policy governing the use of physical force, including physical restraint of students and seclusion of students, staff members will have the full support of the Board of Education in their efforts to maintain a safe environment.

The Board recognizes that there are times when it becomes necessary for staff to use reasonable restraint or place a student in seclusion as an emergency intervention to protect a student from harming himself/herself or to protect others from harm.

Definitions

Exclusionary Time-Out means a temporary, continuously monitored separation of a student from an ongoing activity in a non-locked setting, for the purpose of calming such student or deescalating such student's behavior.

Life-threatening physical restraint means any physical restraint or hold of a person that restricts the flow of air into a person's lungs, whether by chest compression or any other means, or immobilizes or reduces the free movement of a person's arms, legs or head while the person is in the prone position.

Psychopharmacologic agent means any medication that affects the central nervous system, influencing thinking, emotion or behavior.

Physical restraint means any mechanical or personal restriction that immobilizes or reduces the free movement of a person's arms, legs or head. Excluded from this definition is briefly holding a person in order to calm or comfort the person; restraint involving the minimum contact necessary to safely escort a person from one area to another; medical devices including but not limited to, supports prescribed by a health care provider to achieve proper body position or balance; helmets or other protective gear used to protect a person from injuries due to a fall; ~~or~~ helmets, mitts, and similar devices used to prevent self-injury when the device is part of a documented treatment plan or individualized education program pursuant to Connecticut's special education laws or prescribed or recommended by a medical professional and is the least restrictive means to prevent such self-injury; or an exclusionary time-out.

School employee means a teacher, substitute teacher, school administrator, Superintendent, guidance counselor, psychologist, social worker, nurse, physician, school paraprofessional, or

coach employed by the District or working in a public elementary, middle or high school; or any other individual who, in the performance of his/her duties has regular contact with students and who provides services to or on behalf of students enrolled in the district's schools, pursuant to a contract with the District.

Students

USE OF PHYSICAL FORCE

5144.1(b)

Definitions (continued)

Seclusion means the involuntary confinement of a student in a room, with or without staff supervision, in a manner that prevents the student from leaving. Seclusion does not include any confinement of a student in which the person is physically able to leave the area of confinement including, but not limited to, in-school suspension and time-out.

Student means a child (A) enrolled in grades kindergarten to twelve, (B) receiving special education and related services in an institution or facility operating under contract with the District, (C) enrolled in a program or school administered by a regional education service center, or (D) receiving special education and related services from an approved private special education program, but shall not include any child receiving educational services from Unified School District #2 or the Department of Mental Health and Addiction Services.

Conditions Pertaining to the Use of Physical Restraint and / or Seclusion

- A. School employees shall not use a life-threatening physical restraint on a student under any circumstance.
- B. School employees shall not use a physical restraint on a student or place a student in seclusion unless he/she has received training on the proper means for performing such physical restraint or seclusion
- C. If any instance of physical restraint or seclusion of a student exceeds fifteen minutes an administrator or his/her designee, or a school health or mental health personnel, or a board certified behavioral analyst, who has received training in the use of physical restraint and seclusion shall determine whether continued physical restraint or seclusion is necessary to prevent immediate or imminent injury to the student or to others. Upon a determination that such continued physical restraint or seclusion is necessary, such individual shall make a new determination every thirty minutes thereafter regarding whether such physical restraint or seclusion is necessary to prevent immediate or imminent injury to the student or to others.

Students

USE OF PHYSICAL FORCE

5144.1(c)

Conditions Pertaining to the Use of Physical Restraint and / or Seclusion

- D. No student shall be placed in seclusion unless:
1. The use of seclusion is as an emergency intervention to prevent immediate or imminent injury to the student or to others, provided the seclusion is not used for discipline or convenience and is not used as a substitute for a less restrictive alternative.
 2. Such student is continually monitored by a trained school employee during the period of such student's seclusion. Any student voluntarily or involuntarily placed in seclusion or restrained shall be regularly evaluated by a school employee for indications of physical distress. The school employee conducting the evaluation shall enter each evaluation in the student's educational record. Monitor shall mean by direct observation or by observation using video monitoring within physical proximity sufficient to provide aid as may be required.
 3. The area in which such student is secluded is equipped with a window or other fixture allowing the student a clear line of sight beyond the area of seclusion.
- E. School employees may not use a psychopharmacologic agent on a student without that student's consent except (1) as an emergency intervention to prevent immediate or imminent injury to the student or to others, or (2) as an integral part of the student's established medical or behavioral support or educational plan, as developed consistent with Section 17a-543 of the Connecticut General Statutes or, if no such plan has been developed, as part of a licensed practitioner's initial orders. The use of psychopharmacologic agents, alone or in combination, may be used only in doses that are therapeutically appropriate and not as a substitute for other appropriate treatment.
- F. In the event that physical restraint or seclusion is used on a student four or more times within twenty school days:
1. An administrator, one or more of such student's teachers, the parent/guardian of such student and, if any, a mental health professional shall convene for the purpose of:
 - a. Conducting or revising a behavioral assessment of the student;
 - b. Creating or revising any applicable behavioral intervention plan; and
 - c. Determining whether such student may require special education.

Students

USE OF PHYSICAL FORCE

5144.1(d)

Conditions Pertaining to the Use of Physical Restraint and / or Seclusion (continued)

2. If such student is a child requiring special education or is a child being evaluated for eligibility for special education and awaiting a determination, such student's planning and placement team shall convene for the purpose of (1) conducting or revising a behavioral assessment of the student, and (2) creating or revising any applicable behavioral intervention plan, including, but not limited to, such student's individualized education plan.
- G. A reasonable effort shall be made to provide the student's parent/guardian with notification immediately after such physical restraint or seclusion is initiated; however this notification must occur not later than twenty-four hours after the student is placed in physical restraint or seclusion. If the behavior of the student who was placed in seclusion and/or restraint is such that there is a concern about safely dismissing the student, the school principal or designee will determine the proper course of action regarding the student's dismissal.
- H. The District, and each institution or facility operating under contract with the District to provide special education for children, including any approved private special education program, shall:
 1. Record each instance of the use of physical restraint or seclusion on a student;
 2. Specify whether the use of seclusion was in accordance with an individualized education program;
 3. Specify the nature of the emergency that necessitated the use of such physical restraint or seclusion; and
 4. Include such information in an annual compilation on its use of such restraint and seclusion on students. These facilities must provide information on each instance to the District Liaison for that facility.
- I. The District and institutions or facilities operating under contract with the District to provide special education for children, including any approved private special education program shall provide such annual compilation to the Department of Education in order to examine incidents of physical restraint and seclusion in schools.

Students

USE OF PHYSICAL FORCE

5144.1(e)

Conditions Pertaining to the Use of Physical Restraint and / or Seclusion (continued)

- J. Any use of physical restraint or seclusion on a student shall be documented in the student's educational record. The documentation shall include:
1. The nature of the emergency and what other steps, including attempts at verbal de-escalation, were taken to prevent the emergency from arising if there were indications that such an emergency was likely to arise; and
 2. A detailed description of the nature of the restraint or seclusion, the duration of such restraint or seclusion and the effect of such restraint or seclusion on the student's established educational plan.
- K. Seclusion shall not be used as a planned intervention in a student's behavior intervention plan, individualized education program or plan pursuant to Section 504 of the Rehabilitation Act.
- L. Any incident of the use of restraint or seclusion that results in physical injury to a student shall be reported to the State Board of Education.

Required Training and Prevention Training

Training shall be provided by the District to ~~school professionals, paraprofessional staff members and administrators regarding physical restraint and seclusion of students. Such training shall be phased in over a period of three years beginning with the school year commencing July 1, 2015,~~ and shall **the members of the crisis intervention team for each school in the District. Such training shall** include, but not be limited to:

- A. An overview of the relevant laws and regulations regarding the use of physical restraint and seclusion on students. The creation of a plan by which the District will provide school ~~professionals, paraprofessional staff members and administrators with training and professional development regarding the prevention of incidents requiring physical restraint or seclusion of students. Such plan is to be implemented not later than July 1, 2017, and must include a provision to require the training of all school professionals, paraprofessional staff members and administrators in the prevention of such incidents not later than July 1, 2019 and periodically thereafter as prescribed by the Commissioner of Education.~~

Students

USE OF PHYSICAL FORCE

5144.1(f)

Required Training and Prevention Training (continued)

- B. ~~The District will create a plan, to be implemented not later than July 1, 2017, requiring the training of all school professionals, paraprofessional staff members and administrators by~~ **The District's plan requires training** regarding the proper means of ~~physically restraining~~ **physical restraint** or ~~secluding~~ **seclusion** of a student, ~~including~~, **and includes**, but **is** not limited to:
1. Verbal defusing and de-escalation;
 2. Prevention strategies;
 3. Various types of physical restraint and seclusion;
 4. The differences between life-threatening physical restraint and other varying levels of physical restraint;
 5. The differences between permissible physical restraint and pain compliance techniques; ~~and~~
 6. Monitoring methods to prevent harm to a student who is physically restrained or in seclusion, including training in the proper means of physically restraining or secluding a student; **and**
 7. Recording and reporting procedures on the use of physical restraint and seclusion.

Crisis Intervention Teams

~~Annually, each~~ **Each** school in the District will identify a crisis intervention team. Such team shall consist of **any teacher, administrator, school professional or other school employee designated by the school principal and administrators who has direct contact with the student and is** trained in the use of physical restraint and seclusion.

Such teams shall respond to any incident in which the use of physical restraint or seclusion may be necessary as an emergency intervention to prevent immediate or imminent injury to a student or to others.

Each member of the crisis intervention team shall be recertified in the use of physical restraint and seclusion on an annual basis.

Students

USE OF PHYSICAL FORCE

5144.1(g)

~~Dissemination of Policy~~

~~This policy and its procedures shall be made available on the District's website and in the Board's procedural manual. The policy shall be updated not later than sixty (60) days after the adoption or revision of regulations promulgated by the State Board of Education.~~

(cf. 4148/4248 - Employee Protection)
(cf. 5141.23 - Students with Special Health Care Needs)

Legal Reference: Connecticut General Statutes

10-76b State supervision of special education programs and services.
10-76d Duties and powers of boards of education to provide special education programs and services.
46a-150 Definitions. (as amended by PA 07-147 and PA 15-141)
46a-152 Physical restraint, seclusion and use of psychopharmacologic agents restricted. Monitoring and documentation required.
46a-153 Recording of use of restraint and seclusion required. Review of records by state agencies. Reviewing state agency to report serious injury or death to Office of Protection and Advocacy for Persons with Disabilities and to Office of Child Advocate. (as amended by PA 12-88)
53a-18 Use of reasonable physical force or deadly physical force generally.
53a-19 Use of physical force in defense of person.
53a-20 Use of physical force in defense of premises.
53a-21 Use of physical force in defense of property.
PA 07-147 An Act Concerning Restraints and Seclusion in Public Schools.
PA 15-141 An Act Concerning Seclusion and Restraint in Schools.
State Board of Education Regulations Sections 10-76b-5 through 10-76b-11.

Adopted 8/4/2009
Revised and Adopted 6/13/2017

Students

USE OF PHYSICAL FORCE

5144.1(a)

The Board of Education (Board) believes that maintaining an orderly, safe environment is conducive to learning and is an appropriate expectation of all staff members within the district. To the extent that staff actions comply with all applicable statutes and Board policy governing the use of physical force, including physical restraint of students and seclusion of students, staff members will have the full support of the Board of Education in their efforts to maintain a safe environment.

The Board recognizes that there are times when it becomes necessary for staff to use reasonable restraint or place a student in seclusion as an emergency intervention to protect a student from harming himself/herself or to protect others from harm.

Definitions

Exclusionary Time-Out means a temporary, continuously monitored separation of a student from an ongoing activity in a non-locked setting, for the purpose of calming such student or deescalating such student's behavior.

Life-threatening physical restraint means any physical restraint or hold of a person that restricts the flow of air into a person's lungs, whether by chest compression or any other means, or immobilizes or reduces the free movement of a person's arms, legs or head while the person is in the prone position.

Psychopharmacologic agent means any medication that affects the central nervous system, influencing thinking, emotion or behavior.

Physical restraint means any mechanical or personal restriction that immobilizes or reduces the free movement of a person's arms, legs or head. Excluded from this definition is briefly holding a person in order to calm or comfort the person; restraint involving the minimum contact necessary to safely escort a person from one area to another; medical devices including but not limited to, supports prescribed by a health care provider to achieve proper body position or balance; helmets or other protective gear used to protect a person from injuries due to a fall; ~~or~~ helmets, mitts, and similar devices used to prevent self-injury when the device is part of a documented treatment plan or individualized education program pursuant to Connecticut's special education laws or prescribed or recommended by a medical professional and is the least restrictive means to prevent such self-injury; or an exclusionary time-out.

School employee means a teacher, substitute teacher, school administrator, Superintendent, guidance counselor, psychologist, social worker, nurse, physician, school paraprofessional, or

coach employed by the District or working in a public elementary, middle or high school; or any other individual who, in the performance of his/her duties has regular contact with students and who provides services to or on behalf of students enrolled in the district's schools, pursuant to a contract with the District.

Students

USE OF PHYSICAL FORCE

5144.1(b)

Definitions (continued)

Seclusion means the involuntary confinement of a student in a room, with or without staff supervision, in a manner that prevents the student from leaving. Seclusion does not include any confinement of a student in which the person is physically able to leave the area of confinement including, but not limited to, in-school suspension and time-out.

Student means a child (A) enrolled in grades kindergarten to twelve, (B) receiving special education and related services in an institution or facility operating under contract with the District, (C) enrolled in a program or school administered by a regional education service center, or (D) receiving special education and related services from an approved private special education program, but shall not include any child receiving educational services from Unified School District #2 or the Department of Mental Health and Addiction Services.

Conditions Pertaining to the Use of Physical Restraint and / or Seclusion

- A. School employees shall not use a life-threatening physical restraint on a student under any circumstance.
- B. School employees shall not use a physical restraint on a student or place a student in seclusion unless he/she has received training on the proper means for performing such physical restraint or seclusion
- C. If any instance of physical restraint or seclusion of a student exceeds fifteen minutes an administrator or his/her designee, or a school health or mental health personnel, or a board certified behavioral analyst, who has received training in the use of physical restraint and seclusion shall determine whether continued physical restraint or seclusion is necessary to prevent immediate or imminent injury to the student or to others. Upon a determination that such continued physical restraint or seclusion is necessary, such individual shall make a new determination every thirty minutes thereafter regarding whether such physical restraint or seclusion is necessary to prevent immediate or imminent injury to the student or to others.

Students

USE OF PHYSICAL FORCE

5144.1(c)

Conditions Pertaining to the Use of Physical Restraint and / or Seclusion

- D. No student shall be placed in seclusion unless:
1. The use of seclusion is as an emergency intervention to prevent immediate or imminent injury to the student or to others, provided the seclusion is not used for discipline or convenience and is not used as a substitute for a less restrictive alternative.
 2. Such student is continually monitored by a trained school employee during the period of such student's seclusion. Any student voluntarily or involuntarily placed in seclusion or restrained shall be regularly evaluated by a school employee for indications of physical distress. The school employee conducting the evaluation shall enter each evaluation in the student's educational record. Monitor shall mean by direct observation or by observation using video monitoring within physical proximity sufficient to provide aid as may be required.
 3. The area in which such student is secluded is equipped with a window or other fixture allowing the student a clear line of sight beyond the area of seclusion.
- E. School employees may not use a psychopharmacologic agent on a student without that student's consent except (1) as an emergency intervention to prevent immediate or imminent injury to the student or to others, or (2) as an integral part of the student's established medical or behavioral support or educational plan, as developed consistent with Section 17a-543 of the Connecticut General Statutes or, if no such plan has been developed, as part of a licensed practitioner's initial orders. The use of psychopharmacologic agents, alone or in combination, may be used only in doses that are therapeutically appropriate and not as a substitute for other appropriate treatment.
- F. In the event that physical restraint or seclusion is used on a student four or more times within twenty school days:
1. An administrator, one or more of such student's teachers, the parent/guardian of such student and, if any, a mental health professional shall convene for the purpose of:
 - a. Conducting or revising a behavioral assessment of the student;
 - b. Creating or revising any applicable behavioral intervention plan; and
 - c. Determining whether such student may require special education.

Students

USE OF PHYSICAL FORCE

5144.1(d)

Conditions Pertaining to the Use of Physical Restraint and / or Seclusion (continued)

2. If such student is a child requiring special education or is a child being evaluated for eligibility for special education and awaiting a determination, such student's planning and placement team shall convene for the purpose of (1) conducting or revising a behavioral assessment of the student, and (2) creating or revising any applicable behavioral intervention plan, including, but not limited to, such student's individualized education plan.
- G. A reasonable effort shall be made to provide the student's parent/guardian with notification immediately after such physical restraint or seclusion is initiated; however this notification must occur not later than twenty-four hours after the student is placed in physical restraint or seclusion. If the behavior of the student who was placed in seclusion and/or restraint is such that there is a concern about safely dismissing the student, the school principal or designee will determine the proper course of action regarding the student's dismissal.
- H. The District, and each institution or facility operating under contract with the District to provide special education for children, including any approved private special education program, shall:
1. Record each instance of the use of physical restraint or seclusion on a student;
 2. Specify whether the use of seclusion was in accordance with an individualized education program;
 3. Specify the nature of the emergency that necessitated the use of such physical restraint or seclusion; and
 4. Include such information in an annual compilation on its use of such restraint and seclusion on students. These facilities must provide information on each instance to the District Liaison for that facility.
- I. The District and institutions or facilities operating under contract with the District to provide special education for children, including any approved private special education program shall provide such annual compilation to the Department of Education in order to examine incidents of physical restraint and seclusion in schools.

Students

USE OF PHYSICAL FORCE

5144.1(e)

Conditions Pertaining to the Use of Physical Restraint and / or Seclusion (continued)

- J. Any use of physical restraint or seclusion on a student shall be documented in the student's educational record. The documentation shall include:
 - 1. The nature of the emergency and what other steps, including attempts at verbal de-escalation, were taken to prevent the emergency from arising if there were indications that such an emergency was likely to arise; and
 - 2. A detailed description of the nature of the restraint or seclusion, the duration of such restraint or seclusion and the effect of such restraint or seclusion on the student's established educational plan.
- K. Seclusion shall not be used as a planned intervention in a student's behavior intervention plan, individualized education program or plan pursuant to Section 504 of the Rehabilitation Act.
- L. Any incident of the use of restraint or seclusion that results in physical injury to a student shall be reported to the State Board of Education.

Required Training and Prevention Training

Training shall be provided by the District to the members of the crisis intervention team for each school in the District. Such training shall include, but not be limited to:

- A. An overview of the relevant laws and regulations regarding the use of physical restraint and seclusion on students. The creation of a plan by which the District will provide school training and professional development regarding the prevention of incidents requiring physical restraint or seclusion of students.

Students

USE OF PHYSICAL FORCE

5144.1(f)

Required Training and Prevention Training (continued)

- B. The District's plan requires training regarding the proper means of physical restraint or seclusion of a student, and includes, but is not limited to:
1. Verbal defusing and de-escalation;
 2. Prevention strategies;
 3. Various types of physical restraint and seclusion;
 4. The differences between life-threatening physical restraint and other varying levels of physical restraint;
 5. The differences between permissible physical restraint and pain compliance techniques;
 6. Monitoring methods to prevent harm to a student who is physically restrained or in seclusion, including training in the proper means of physically restraining or secluding a student; and
 7. Recording and reporting procedures on the use of physical restraint and seclusion.

Crisis Intervention Teams

Each school in the District will identify a crisis intervention team. Such team shall consist of any teacher, administrator, school professional or other school employee designated by the school principal and who has direct contact with the student and is trained in the use of physical restraint and seclusion.

Such teams shall respond to any incident in which the use of physical restraint or seclusion may be necessary as an emergency intervention to prevent immediate or imminent injury to a student or to others.

Each member of the crisis intervention team shall be recertified in the use of physical restraint and seclusion on an annual basis.

Students

USE OF PHYSICAL FORCE

5144.1(g)

(cf. 4148/4248 - Employee Protection)
(cf. 5141.23 - Students with Special Health Care Needs)

Legal Reference: Connecticut General Statutes

10-76b State supervision of special education programs and services.
10-76d Duties and powers of boards of education to provide special education programs and services.
46a-150 Definitions. (as amended by PA 07-147 and PA 15-141)
46a-152 Physical restraint, seclusion and use of psychopharmacologic agents restricted. Monitoring and documentation required.
46a-153 Recording of use of restraint and seclusion required. Review of records by state agencies. Reviewing state agency to report serious injury or death to Office of Protection and Advocacy for Persons with Disabilities and to Office of Child Advocate. (as amended by PA 12-88)
53a-18 Use of reasonable physical force or deadly physical force generally.
53a-19 Use of physical force in defense of person.
53a-20 Use of physical force in defense of premises.
53a-21 Use of physical force in defense of property.
PA 07-147 An Act Concerning Restraints and Seclusion in Public Schools.
PA 15-141 An Act Concerning Seclusion and Restraint in Schools.
State Board of Education Regulations Sections 10-76b-5 through 10-76b-11.

Adopted 8/4/2009
Revised and Adopted 6/13/2017

Fairfield Public Schools
Board of Education Policy
Guide

Students

STUDENT EDUCATION RECORDS: CONFIDENTIALITY
5125

The Board of Education ~~will comply~~ **complies** with applicable **state and federal laws and** regulations regarding confidentiality ~~of, and access to, and amendment of all student education records. The Superintendent shall implement procedures that ensure strict confidentiality of student records while providing proper parental and/or student access to records.~~ **The Superintendent or designee shall implement procedures that protect the privacy of students, and confidentiality of student education records while providing proper access to records.** Availability of these regulations and procedures shall be made known annually to all parents/guardians of children ~~within the District~~ **currently in attendance and eligible students currently in attendance.**

Legal Reference: Connecticut General Statutes
1-19(b)(11) Access to public records. Exempt records.
7-109 Destruction of documents.
10-15b Access of parent or guardians to student's records.
10-154a Professional communications between teacher or nurse & student.
10-209 Records not to be public.
10-221b Boards of education to establish written uniform policy re: treatment of recruiters.
11-8a Retention, destruction and transfer of documents
11-8b Transfer or disposal of public records. State Library Board to adopt regulations.
46b-56 (e) Access to Records of Minors.
Connecticut Public Records Administration Schedule V - Disposition of Education Records (Revised 1983).
Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of P.L. 93-568, codified at 20 U.S.C.1232g.).
Dept. of Educ. 34 C.F.R. Part 99 (May 9, 1980 45 FR 30802) regs. implementing FERPA enacted as part of 438 of General Educ. provisions act (20 U.S.C. 1232g)-parent and student privacy and other rights with respect to educational records, as amended 11/21/96, and Final Rule 34 CFR Part 99, December 9, 2008, December 2, 2011
USA Patriot Act of 2001, PL 107-56, 115 Stat. 272, Sec 507, 18 U.S.C. §2332b(g)(5)(B) and 2331
P.L. 107-110 "No Child Left Behind Act of 2001" Sections 5208 and 9528
P.L. 112-278 "The Uninterrupted Scholars Act"
Owasso Independent Sch. Dist. No.1-011 v. Falvo, 534 U.S.426 (2002)

Adopted 8/27/2004

Revised and Adopted 1/10/2017

Students

EDUCATION RECORDS: CONFIDENTIALITY

5125

The Board of Education complies with applicable state and federal laws and regulations regarding confidentiality of, access to, and amendment of all education records. The Superintendent or designee shall implement procedures that protect the privacy of students, and confidentiality of student education records while providing proper access to records. Availability of these regulations and procedures shall be made known annually to all parents/guardians of children currently in attendance and eligible students currently in attendance.

Legal Reference: Connecticut General Statutes
1-19(b)(11) Access to public records. Exempt records.
7-109 Destruction of documents.
10-15b Access of parent or guardians to student's records.
10-154a Professional communications between teacher or nurse & student.
10-209 Records not to be public.
10-221b Boards of education to establish written uniform policy re: treatment of recruiters.
11-8a Retention, destruction and transfer of documents
11-8b Transfer or disposal of public records. State Library Board to adopt regulations.
46b-56 (e) Access to Records of Minors.
Connecticut Public Records Administration Schedule V - Disposition of Education Records (Revised 1983).
Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of P.L. 93-568, codified at 20 U.S.C.1232g.).
Dept. of Educ. 34 C.F.R. Part 99 (May 9, 1980 45 FR 30802) regs. implementing FERPA enacted as part of 438 of General Educ. provisions act (20 U.S.C. 1232g)-parent and student privacy and other rights with respect to educational records, as amended 11/21/96, and Final Rule 34 CFR Part 99, December 9, 2008, December 2, 2011
USA Patriot Act of 2001, PL 107-56, 115 Stat. 272, Sec 507, 18 U.S.C. §2332b(g)(5)(B) and 2331
P.L. 107-110 “No Child Left Behind Act of 2001” Sections 5208 and 9528
P.L. 112-278 “The Uninterrupted Scholars Act”
Owasso Independent Sch. Dist. No.1-011 v. Falvo, 534 U.S.426 (2002)

Adopted 8/27/2004

Revised and Adopted 1/10/2017

2019-2020 Fairfield Public Schools Student Calendar

DRAFT

Approved by BOE November XX, 2018

July 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 4–Independence Day

August 2019 (2)						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 26, 27, 28–PD days

August 29–First Day of School

September 2019 (19)						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September 2–Labor Day

September 30–Rosh Hashanah

October 2019 (22)						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Oct 9–Yom Kippur

Oct 10–Early Dismissal PK-8 (Conf)

Not High School

Oct 16–Early Dismissal PK-12

(PSAT/Conf)

Oct 17–Early Dismissal PK-8 (Conf)

Not High School

Oct 22–Early Dismissal PK-12 (PD)

November 2019 (17)						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 5–All Day PD

November 11–Veterans Day

November 27–Early Dismissal PK-12

November 28-29–Thanksgiving

December 2019 (15)						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December 23-31–Winter Break

January 2020 (21)						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 1–New Year's Day

January 17–Early Dismissal PK-12 (PD)

January 20–MLK Jr. Day

February 2020 (18)						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

February 13–Early Dismissal PK-12 (PD)

February 14–February Break

February 17–Presidents Day

March 2020 (22)						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March 10–Early Dismissal PK-12 (PD)

March 18, 19, 26–Elementary Early Dismissal PK-5 (Conferences)

April 2020 (16)						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April 10–Good Friday

April 13-17–Spring Break

May 2020 (19)						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May 22–Early Dismissal PK-12

May 25–Memorial Day

May 26–All Day PD

June 2020 (11)						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June 15–Last Day of School for Students and Early Dismissal PK-12

The first 6 snow days will extend the length of the school year and the date of high school graduation. Additional snow days will reduce the April Break beginning with the last day, April 17.

No School	
No School and Professional Development for Staff	
Early Dismissal	
Early Dismissal and Professional Development or Conferences	

Enclosure No. 4
October 23, 2018



SMART BOE Goals
October 23, 2018

Goal approved by BOE October 9, 2018:

The Board of Education will explore and research to make a decision on or before June 30, 2019 with BoE action on all four of the following items:

- *Implementing an intra-district magnet or other program;*
- *Relocation or renovation of Walter Fitzgerald Campus;*
- *Approach to Early Childhood Center overcrowding;*
- *The desired comprehensive redistricting model to be utilized to resolve overcrowding and racial imbalance.*

Additional BOE Goals for Consideration:

Nick Aysseh and Jennifer Jacobsen (combined)

1. The Board shall direct the Superintendent to begin budget development with a zero based budget, not a roll forward budget. During budget development, the Board shall provide appropriate and timely feedback to the Superintendent, as the costs of any new initiatives are made available. The Board will aim to identify and implement fiscal efficiencies, additional revenue sources and policy that supports the continual improvement of the district and achievement of our students.

Jessica Gerber

2. Discuss and work with administration to develop an RFP for a district-wide audit of FPS for the 2019-20 school year.

Jenn Jacobsen and Trisha Pytko (combined)

3. The Board will discuss updates to the District Improvement Plan, suggest any changes, provide resource support, and affirm the vision and work plan contained within the DIP. The Fairfield Board of Education shall present a 2019-2020 school budget that is aligned with the School District Improvement Plan, and the Board of Education goals by February of 2019.

Jennifer Leeper

4. At the November 13th Organizational Meeting, the board will adopt a bylaw change to enact the separation of action-oriented agenda items from discussion-oriented agenda items such that one of the Regular meetings a month is a traditional meeting format focused on action items and one Regular meeting a month is formatted as a "work session" to help facilitate open discussion on the agenda topics. Both meeting formats are technically Regular meetings and will be appropriately noticed and posted as such.

Jennifer Maxon-Kennelly

5. We will conduct a school year long comparative review of Fairfield's BoE organizational structure to others in CT for purposes of affirming our structure or discovering possible avenues for improvement.
6. By the November meeting the Board will conduct a review of the alumni survey to support possible budget priorities and inform their discussion of the District Improvement Plan.
Superintendent Note: Alumni Survey Review is already planned for the December BOE Meeting.

Jeff Peterson

7. The Board will discuss establishing an annual or semiannual security briefing (whether in executive or public session) which could include a recap of recent improvements/repairs, a listing of recent threats/resolutions, and guidance about emerging concerns.

Christine Vitale

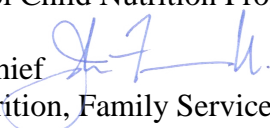
8. Schedule one special "working" meeting per quarter (Oct, Dec, March) to provide a more relaxed format for discussion and a more organic exchange of ideas. The Superintendent and Executive Board will work together to identify specific agenda items for these meetings based on the needs of the district.
9. The Board should aim to increase community engagement. To achieve this, the Board should revisit work done by past Communications Committee. By March 1, the Board should identify, and schedule to meet with one community organization to better communicate the goals, budgets, and accomplishments of the FPS. Possible organizations include: Senior Center, Fairfield Board of Realtors, Chamber of Commerce. Meetings should occur prior to May 1, 2019.



STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION



TO: Sponsors of the School Child Nutrition Programs

FROM: John D. Frassinelli, Chief 
Bureau of Health/Nutrition, Family Services and Adult Education

DATE: September 10, 2018

SUBJECT: Operational Memorandum No. 14-18
Permanent Single Agreement (ED-099) to Participate in the Child Nutrition Programs

Enclosure No. 6
October 23, 2018

The United States Department of Agriculture (USDA) requires state agencies (SA) to provide each school food authority (SFA) with a single Permanent Agreement (Agreement) when the SA administers any combination of the USDA Child Nutrition Programs (CNP). Under the advisement of the USDA, the Connecticut State Department of Education (CSDE) has revised the CNP Permanent Agreement, to include all programs currently available to SFAs, which include the:

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

The new Agreement is more robust in its language to outline the responsibilities of both the CSDE and the SFA as they pertain to each CNP. As the previous version of this form is now obsolete, all SFAs that wish to continue their sponsorship of the CNPs **must** enter into a new Agreement with the CSDE.

Beginning September 10, 2018, the CSDE will e-mail an individualized prefilled Permanent Agreement to each food service director and business administrator listed in the Sponsor Application portion of the "Sponsor Application Packet for School Year 2018-19" in the [Connecticut Online Application and Claiming System for Child Nutrition Programs](#) (CNP System).

The last page of the Agreement designates the representatives who are authorized to enter into such Agreement with the CSDE and certify claims for reimbursement for meals. Action from the local board of education or appropriate governing body must occur to execute this new Agreement, and designate the authorized signers so that SFAs may submit claims and avoid reimbursement delays.

The four areas on the last page of the Agreement that must be completed are listed below.

1. **Date** of the board meeting is when the local board of education or appropriate governing body of the sponsoring organization took action to designate both of the authorized signers.
2. **Signature 1** is the designated representative authorized to sign the Agreement for Child Nutrition Programs and to certify claims for reimbursement. This person is the head of the governing body, e.g., the chief officer elected or appointed to assume legal responsibility for the organization (superintendent of schools, mayor, selectman, corporate president, chairperson of the board, pastor, or commissioner).
3. **Signature 2** is the person (assistant superintendent, business official, principal, headmaster, city or town manager, executive director or deputy commissioner) authorized only to certify the claims for reimbursement in the absence or incapacity of the first designated representative.
4. **Signature 3** is the person who certifies the board action but is not authorized to certify the claim for reimbursement. This must be a different person from signatures 1 and 2 (secretary of the board, town clerk or secretary of the corporation).

SFAs must e-mail a scanned copy of the signed Agreement to CNPermanentAgreement@ct.gov by **November 15, 2018**. Use the subject line “CNP Permanent Agreement – SFA NAME,” for example, “CNP Permanent Agreement – Hartford Public Schools.”

It is important to complete the new Agreement correctly. The CSDE will return incomplete forms and require the SFA to submit a new Agreement if signature titles are not appropriate for the signature group, as indicated above. Failure to submit a new Agreement by **November 15, 2018**, may result in claims for reimbursement being withheld until the Agreement is received and processed.

SFAs may access the regulations pertaining to each program from the links below.

- [7CFR Part 210](#): National School Lunch Program
- [7CFR Part 215](#): Special Milk Program for Children
- [7CFR Part 220](#): School Breakfast Program
- [7 CFR Part 250](#): Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction
- [7CFR Part 225](#): Summer Food Service Program
- [7CFR Part 226](#): Child and Adult Care Food Program
- [7CFR Part 245](#): Free and Reduced Price Eligibility

Questions may be directed to your school nutrition consultant.

Consultants for School Nutrition Programs	
County	Consultant
<ul style="list-style-type: none">Fairfield County (Includes Region 9)Litchfield County (Includes Regions 1, 6, 7, 12, and 14)	Fionnuala Brown fionnuala.brown@ct.gov 860-807-2129
<ul style="list-style-type: none">Hartford County (Includes Region 10)Middlesex County (Includes Regions 4, 13, and 17)	Teri Dandeneau teri.dandeneau@ct.gov 860-807-2079
<ul style="list-style-type: none">New Haven County (Includes Regions 5, 15, and 16)	Jackie Schipke jackie.schipke@ct.gov 860-807-2123
<ul style="list-style-type: none">New London CountyTolland County (Includes Regions 8 and 19)Windham County (Includes Region 11)	Susan Alston susan.alston@ct.gov 860-807-2081

JDF:saa

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**05100***Child Nutrition Program Sponsor Agreement Number*

Fairfield Public Schools

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

501 Kings Highway East, Suite 210, Fairfield, CT 06825

Street Address, City, State, Zip Code

For State Use Only	
Type of Agency	
<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 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)			4001916
* Web-based Supply Chain Management			

ED-099 Agreement for Child Nutrition Programs

DEFINITIONS

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

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

Institution: A sponsoring organization, child care center, at-risk afterschool care center, outside-school-hours care center, emergency shelter, or adult day care center that enters into an Agreement with the state agency to assume final administrative and financial responsibility for CNP operations as defined in 7 CFR Part 226.

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

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

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

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

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

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

RESPONSIBILITIES

The CSDE agrees to reimburse or make advance payments in such amounts as are authorized by federal regulations to the Sponsor in connection with the CNP providing milk, breakfasts, lunches, suppers, or supplemental food to those eligible in accordance with any of the following regulations that are applicable to the chosen CNPs: National School Lunch Program Regulations (7 CFR Part 210), Special Milk Program Regulations (7 CFR Part 215), School Breakfast Program Regulations (7 CFR Part 220), Summer Food Service Program Regulations (7 CFR Part 225), Child and Adult Care Food Program Regulations (7 CFR Part 226), Determining Eligibility for Free and Reduced-price Meals and Free Milk in Schools (7 CFR Part 245), and Food Distribution Program Regulations (7 CFR Part 250), any amendments thereto. The CSDE shall reimburse or make advance payments to the Sponsor conditional

ED-099 Agreement for Child Nutrition Programs

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

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

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

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

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

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

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

ED-099 Agreement for Child Nutrition Programs

USDA ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor hereby agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the CNP applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement; and
- the USDA nondiscrimination statement that in accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the CNP applicant by USDA. This includes any Federal agreement, arrangement or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

ED-099 Agreement for Child Nutrition Programs

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

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

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

PROTECTION OF THE RIGHTS AND PRIVACY OF PARENTS AND STUDENTS CLAUSE

Pursuant to 88 Stat. 571. 20 USC 1232 (g), Public Law 93-380, Education Amendments of 1974, the Sponsor shall agree and warrant to:

1. permit the parents or legal guardians of children eligible to participate in the named CNPs to inspect and review any and all official records, files and data directly related to their children;
2. provide an opportunity for a hearing to challenge the content of their child's records, to insure that the records are not inaccurate, misleading or otherwise in violation of the privacy or other rights of the children or their parents; and
3. establish and adhere to the policy of not permitting the release of children's personally identifiable records or files (or personal information contained therein) without the consent of their parents or legal guardians to any individual, agency, or organizations, except the following:

ED-099 Agreement for Child Nutrition Programs

- a. other school officials who have legitimate educational interests;
- b. officials of state health or state education programs;
- c. officials of other schools or school systems in which the student intends to enroll, upon the condition that the child's parents or legal guardians be notified of the transfer, receive a copy, if desired, and have an opportunity for a hearing to challenge the content of the record;
- d. officials of federal, state or local means tested nutrition programs with eligibility standards comparable to the NSLP; and
- e. an administrative head of an education agency, or state educational authorities in connection with an audit and evaluation of Federally supported education programs, or in connection with the enforcement of the Federal legal requirements that relate to such programs provided that, except when a collection of personally identifiable data is specifically authorized by Federal law, any data collected by such officials with respect to individual students shall not include information (including social security numbers) that would permit the personal identification of such students or their parents after the data so obtained has been collected.

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

REQUIREMENTS FOR SPONSOR PARTICIPATION IN NSLP, SBP, AND SMP

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

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

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

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

ED-099 Agreement for Child Nutrition Programs

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

ED-099 Agreement for Child Nutrition Programs

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

NSLP AFTERSCHOOL SNACK PROGRAM (ASP)

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

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

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

ED-099 Agreement for Child Nutrition Programs

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

SEAMLESS SUMMER OPTION (SSO) OF THE NSLP

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

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

Required SFSP Provisions

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

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

ED-099 Agreement for Child Nutrition Programs

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

Exempted SFSP Provisions

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

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

NSLP and SBP Regulations

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

REQUIREMENTS FOR SPONSOR PARTICIPATION IN FOOD DISTRIBUTION PROGRAM

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

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

ED-099 Agreement for Child Nutrition Programs

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE CACFP

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

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

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

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

ED-099 Agreement for Child Nutrition Programs

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

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SFSP

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

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

ED-099 Agreement for Child Nutrition Programs

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

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

ED-099 Agreement for Child Nutrition Programs

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

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

Fairfield Board of Education

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

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

This is to certify that on October 23, 2018, as shown in the minutes of

Date

Fairfield 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.

Dr. Toni Jones

Signature
Superintendent of Schools

Printed Name
October 23, 2018

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

Date

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

Doreen Munsell

Signature
Executive Director, Finance and Business Services

Printed Name
October 23, 2018

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.

Jessica Gerber

Signature
Secretary, Board of Education

Printed Name
October 23, 2018

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

Date

For State Use Only

CONNECTICUT STATE DEPARTMENT OF EDUCATION

Kathy Demsey

Signature of Authorized Representative

Printed Name of Authorized Representative

Chief Financial Officer

Title

Date

**Special Meeting Draft Minutes
Fairfield BoE; September 11, 2018**

Call to order of the Special Meeting of the Board of Education and Roll Call

Chairman Philip Dwyer called the Special meeting to order at 6:19PM. Present were members Jennifer Leeper, Christine Vitale, Jessica Gerber, Philip Dwyer, Trisha Pytko (arrived 6:34PM), Jennifer Jacobsen, Nick Aysseh, Jennifer Maxon-Kennelly and Jeff Peterson. Others present were Superintendent Dr. Toni Jones, Attorney Colleen Deasy, Attorney Stephen Sedor, the employee who is the subject of the grievance, UPSEU representative Mark Sheehan, Debbie Jackson, Jeff Pressler, and Robert Brunetti.

Board Discussion Regarding Grievance

Mrs. Gerber moved/Mr. Aysseh seconded the recommended motion "it is hereby moved to enter into Executive Session to discuss the employment and/or dismissal of an employee of the Board of Education in accordance with Connecticut General Statutes Section 1-200(6)(A); and to discuss matters and documents related to collective bargaining and, more specifically the discussion if the UPSEU grievance in accordance with the Connecticut General Statutes section 1-200(6)(E) and 1-210-(b)(9). The Board further invites into executive session:

- 1) Superintendent Toni Jones,
- 2) Coleen Deasy
- 3) Attorney Stephen M. Sedor
- 4) The employee who is the subject of this grievance
- 5) UPSEU representative Mark Sheehan
- 6) Debbie Jackson
- 7) Jeff Pressler
- 8) Robert Brunetti

Motion passed 8-0 (Ms. Pytko was not present for this vote)

The Board came out of Executive Session at 7:48PM

Mr. Peterson moved/Ms. Leeper seconded the motion "The Board of Education hereby moves to deny the grievance in this matter and to uphold the termination of the employee discussed in executive session. The Board further delegates to the Board Chairman the authority to work with Board counsel to prepare and sign a written decision of the Board that denies the grievance and sets forth the decision of the Board." Motion passed 7-2 (Ms. Pytko, Ms. Leeper, Mrs. Vitale, Mrs. Gerber, Mr. Dwyer, Mrs. Jacobsen, Mr. Peterson in favor; Mr. Aysseh, Mrs. Maxon-

DRAFT

Kennelly against).

Adjournment

Mrs. Gerber moved/Mr. Aysseh seconded the recommended motion "that this Special Meeting of the Board of Education adjourn." Motion passed 9-0. Meeting adjourned at 7:58PM

Special Meeting Draft Minutes, 5:45pm
Fairfield BoE; October 9, 2018

Call to order of the Special Meeting of the Board of Education and Roll Call

Chairman Philip Dwyer called the Special meeting to order at 5:52PM. Present were members Christine Vitale, Jessica Gerber, Philip Dwyer, Trisha Pytko, Jennifer Jacobsen, Nick Aysseh, Jennifer Maxon-Kennelly and Jeff Peterson. Jennifer Leeper was not present. Others present were Superintendent Dr. Toni Jones, Attorney Colleen Deasy, and Attorney Stephen Sedor.

Board Discussion Regarding Grievance and Collective Bargaining Negotiations

Mr. Peterson moved/Mrs. Jacobsen seconded the recommended motion "that the Board of Education hereby moves to enter into Executive Session to discuss records, reports and statements of strategy or negotiations with respect to collective bargaining in accordance with Connecticut general Statute CGS 1-210(b)(9); and to discuss the Grievance filed by UPSEU in accordance with CGS 1-200(6)(A) and invite Superintendent Toni Jones, Attorney Deasy and Attorney Sedor"

Motion passed 8-0

The Board came out of Executive Session at 6:50PM

Public session

Mrs. Maxon-Kennelly moved/Ms. Pytko seconded the recommended motion "that the Board of Education hereby moves to provide funding for and to otherwise approve and accept the tentative agreement for a successor collective bargaining agreement with the Fairfield Board Secretaries Bargaining Unit. The Board further moves that the Chair shall be delegated with the authority to execute said final document on behalf of the Board." Motion passed 8-0.

Adjournment

Mrs. Jacobsen moved/Mrs. Maxon-Kennelly seconded the recommended motion "that this Special Meeting of the Board of Education adjourn." Motion passed 8-0. Meeting adjourned at 6:50PM

**Special Meeting Minutes 6:45
Fairfield BoE, October 9, 2018**

NOTICE: A full meeting recording can be obtained from Fairfield Public Schools. Please call 203-255-8371 for more information and/or see the FPS website (under Board Meeting Minutes) for a link to FAIRTV.

Voting Summary:

Call to order of the Special Meeting of the Board of Education and Roll Call

Chairman Philip Dwyer called the Special meeting to order at 6:58PM. Present were members Trisha Pytko, Christine Vitale, Jessica Gerber, Philip Dwyer, Jennifer Jacobsen, Nick Aysseh, Jennifer Maxon-Kennelly and Jeff Peterson. Jennifer Leeper was not present. Others present were Superintendent Dr. Toni Jones, members of the central office leadership team, and approximately 20 members of the public.

Adoption of Policies

Adoption of Policy 6146: Requirements for Graduation

Mrs. Maxon-Kennelly moved/Mr. Aysseh seconded the recommended motion “that the Board of Education adopt Policy 6146: Requirements for Graduation”

Mrs. Maxon-Kennelly moved/Mr. Peterson seconded to amend Policy 6146 to reflect the number of credits on Page a to be cut in half; and to amend the third line on Page d, Section V, “Notification:” to read “the areas of Mastery Based content experiences.” Motion passed 8-0.

Mrs. Jacobsen moved/Mrs. Gerber seconded to amend Policy 6146 as referenced in Enclosure 1A.

Mr. Dwyer moved/Mrs. Maxon-Kennelly seconded to postpone the vote on this motion to the next Regular BoE meeting. Motion passed 8-0.

Mrs. Maxon-Kennelly moved/Mr. Aysseh seconded to delay action on this policy vote to October 23, 2018. Motion passed 7-1 (Ms. Pytko, Mrs. Vitale, Mrs. Gerber, Mr. Dwyer, Mrs. Jacobsen, Mr. Aysseh, Mrs. Maxon-Kennelly in favor; Mr. Peterson against.)

Adoption of Policy 0200: Education Goals

Mrs. Maxon-Kennelly moved/Mr. Peterson seconded the recommended motion “that the Board of Education waive the First Reading of **Policy 0200: Educational Goals** and adopt Policy 0200 as enclosed, as new language was reviewed on June 12, 2018, August 28, 2018, and September 11, 2018” Motion passed 8-0

Approval of District Improvement Plan Update

Mr. Peterson moved/Mr. Aysseh seconded the recommended motion “that the Board of Education approve the District Improvement Plan as updated September 25, 2018” Motion passed 8-0.

Approval of BoE Goal

Mr. Peterson moved/Mrs. Maxon-Kennelly seconded the recommended motion “that the Board of Education approve the September 11, 2018 BoE Goal #1, with the understanding that it will be based on the receipt of the 2019-2029 enrollment projections.”

Mrs. Maxon-Kennelly moved/Mr. Dwyer seconded to amend the first line of “Goal #1” to read “The Board of Education will explore and research to make a decision on or before June 30, 2019 with BoE action on all four of the following items” Motion passed 8-0.

Original motion, as amended, passed 8-0

Mrs. Gerber moved/Mrs. Vitale seconded to suspend the rules and extend the meeting to 11:30PM. Motion failed 4-4 (Mrs. Vitale, Mrs. Gerber, Mr. Dwyer, Mrs. Jacobsen in favor; Ms. Pytko, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson against).

Adjournment

Ms. Pytko moved/Mrs. Maxon-Kennelly seconded the recommended motion “that this Special Meeting of the Board of Education adjourn.” Motion passed 8-0. Meeting adjourned at 10:59PM.

Detailed Minutes:

Mr. Dwyer reported that the BOE approved the Secretarial contract 8-0, in the previous 5:45pm Special Meeting.

Mill Hill Update

Mr. Dwyer gave a brief update on the Mill Hill project; the charge has not changed. The building committee did not respond to the Superintendent’s memo, but has not requested additional funds. Mrs. Gerber said there is some concern about the June 30, 2019 deadline, as the project is already a bit behind. Mr. Aysseh said the goal is to meet the deadline, but the project should be priced correctly and there shouldn’t be any hasty decisions. Mr. Morabito said the reimbursement rate is unknown after June 30; if that deadline is not met, the district is delayed from filing for reimbursement for one whole year and the Town risks carrying those payments with interest for the year.

Mrs. Maxon-Kennelly expressed concern that a project delay may impact the 19/20 budget, the waterfall and other projects. Mrs. Gerber said that previous projects have been brought before the BOF and RTM as late as June and still were able to meet the June deadline, but this is not an optimal timeframe. Capital projects are typically presented in December. Dr. Jones added that Mr. Mayer could shed more light on the bond resolution timeline. Mr. Dwyer added that he will make sure the building committee understands that the June 30, 2019 deadline is mandatory.

Presentation: Innovative Learning Initiative – An Update

Mr. Honohan (Executive Director Digital Learning) led the presentation with Sheila Ferrara, Nikki Callahan and Karin King. Innovative Learning and Vision of a Graduate includes enhanced instruction, skill development, and the use of technology and digital resources. The elementary grades 3-5 are very excited about STEAM and are engaged in projects that allow open communication, sharing and perseverance. The District Technology Plan (2015-2018) supports Innovative Learning by providing a network that meets capacity, implementing a 1:1 mobile computing device program, and managing a wireless system to ensure coverage and access. Currently, 3,912 Chromebooks have been distributed. Chromebooks use approved resources and allow safe access to information and applications. Students learn Digital Citizenship and tips for tech support. Professional Development is ongoing.

The presenters responded to Board questions:

Mr. Peterson asked if there were any issues with the Chromebooks, and to what degree was the use of Chromebooks based on outcome-based research? Mr. Honohan said few issues have been reported and student achievement will be viewed in the long-term. Dr. Jones added that most high-performing districts tend to have more access to technology and she believes the district will see increased results.

Ms. Pytko asked about monitoring, uses beyond providing a search engine, and the timeline of the rollout. Ms. Byrnes said certain items are blacklisted, and there is content filtering and tracking for security. Algorithms are constantly updated. Dr. Jones said a classroom management component for teachers is provided for class instruction. An email was sent to the Board on June 9 with information on Chromebooks, but additional timeline information can be provided.

Mr. Aysseh questioned the tracking mechanisms. Ms. Byrnes said there are firewalls, filtering and tracking, and even when used at home, the devices 'phone home.' There is minimal offline capability.

Mrs. Maxon-Kennelly:

- Will 7th graders use Chromebooks for SBAC testing? Ms. Byrnes said yes, Chromebooks have been pre-programmed.
- Are there any pilot programs in place? Ms. King said teachers are presently using Chromebooks in the classroom and there are also workshops. Ms. Callahan added that the district has been integrating technology for many years and invited the Board to view some of the projects that have been developed. These are very high end units that previously had to rely on carts. This is not a new tool; the only thing that is new is that every child now has a tool.
- What is the underlying science in the elementary STEAM program? Ms. Ferrara said the first marking period focuses on building, which embraces the inquiry and engineering side of STEAM, while incorporating elements of science and math.
- What was Goal #2 in the Tech Plan? Mr. Honohan said it was assessment; goals weren't linked and were left out.
- How are parents informed of the feedback process? Mr. Honohan said he appreciates feedback from everyone and is working on the best way to capture the narrative of what is working and what needs more work. The feedback form was presented at most Open Houses; the website has a place for direct questions and feedback, much of which has come from teachers.
- Are there long-term savings? Dr. Jones said copier and textbook costs are reduced, the Chromebooks are cheaper than HP, and there aren't any carts.

Mrs. Jacobsen:

How can the Board follow state statute for recommending texts with online resources? Dr. Jones said the BOE will still approve textbooks. Ms. Byrnes said online texts are balanced with open educational resources; the resource list on the website is up to date.

Mrs. Vitale:

- Can you provide information on the new Digital Learning administrative position? Dr. Jones said this position adds a needed instructional piece to the technology infrastructure. A new technology committee will ensure that technology decisions consider the instructional component. Ms. Byrnes added that the district Technology Plan is currently being revised.
- Concerned with teacher consistency of teacher comfort with digital learning. Dr. Jones said teachers learn and grow at their own pace, as is the case now.
- How many students have opted out? Mr. Honohan said some students are still opting in after not doing so initially; he does not have a final opt-out number yet.

Graduation Policy

Mrs. Maxon-Kennelly moved, Mr. Aysseh seconded that the Board of Education adopt Policy 6146: Requirements for Graduation.

Mrs. Maxon-Kennelly said the policy was first introduced in June to address statutory changes and additional changes have been made since then; she deferred to the Board on whether to adopt or defer to the next meeting. She also

recognized that other changes to the policy as enclosed were needed – including correcting the number of credits and adjusting the bottom of page d.

Ms. Vitale, speaking on behalf of Ms. Leeper, said there is an interest to pursue financial literacy within the Health curriculum. Mrs. Maxon-Kennelly said if mandated, this would impact FTE. Mr. Cummings said a course for financial literacy is currently offered.

Mrs. Maxon-Kennelly moved, Mr. Peterson seconded to amend Policy 6146 to reflect the number of credits on Page a to be cut in half; and to amend the third line on Page d, Section V, “Notification:” to read “the areas of Mastery Based content experiences.”

Motion Passed: 8-0

Mrs. Jacobsen moved, Mrs. Gerber seconded to amend Policy 6146 as referenced in Enclosure 1A.

The Board discussed the community service amendment, centering on whether it should be mandatory and the number of hours that may be required. Mr. Aysseh, Mr. Dwyer, Mrs. Maxon-Kennelly and Mrs. Vitale supported the mandatory requirement; Mrs. Gerber, Mrs. Jacobsen, Mr. Peterson and Ms. Pytko supported voluntary service. Some of the pros of mandatory community service included giving back and having positive life experiences. Some of the cons included difficulty with tracking service hours and placing additional stress on students. Dr. Jones added that mandatory community service emulates the IB program; additional FTE would be required to monitor and track the service hours. Headmasters Mr. Ebling and Mr. Hatzis agreed that while community service is beneficial, a mandatory requirement would create a conundrum of accountability and further impose upon the process to assist students in danger of not graduating. Mr. Ebling added that many students work or pursue passions outside of community service, and a mandatory community service requirement could prove difficult for those students.

Mrs. Maxon-Kennelly appreciated the Headmasters’ comments and wished she had heard this sooner; her understanding from previous discussions at policy meetings was that FTE would not be impacted.

Mr. Dwyer moved, Mrs. Maxon-Kennelly seconded to postpone the vote on this motion to the next Regular BoE meeting.

Motion Passed: 8-0

Mrs. Maxon-Kennelly moved, Mr. Aysseh seconded to delay action on this policy vote to October 23, 2018.

Public Comment:

Mr. Smoler, FEA President: Supports motion to postpone, would like to express thoughts to the committee.

Motion Passed: 7-1

Favor: Ms. Pytko, Mrs. Vitale, Mrs. Gerber, Mr. Dwyer, Mrs. Jacobsen, Mr. Aysseh, Mrs. Maxon-Kennelly
Oppose: Mr. Peterson

Adoption of Policy 0200: Education Goals

Mrs. Maxon-Kennelly moved, Mr. Peterson seconded that the Board of Education waive the First Reading of Policy 0200: Educational Goals and adopt Policy 0200 as enclosed, as new language was reviewed on June 12, 2018, August 28, 2018, and September 11, 2018.

Mrs. Maxon-Kennelly said this is a reflection from Central Office and is consistent with the district.

Motion Passed: 8-0

District Improvement Plan

Mr. Peterson moved, Mr. Aysseh seconded that the Board of Education approve the District Improvement Plan as updated September 25, 2018.

Dr. Jones added that the only change from the previous version was to add the columns for Specific Actions indicating progress and completion.

Responding to Mrs. Maxon-Kennelly:

- The Instructional Rounds item was not edited out as some schools still do those.
- The last bullet on page 13 refers to training for social/emotional health.
- Section 1A is all new language, and does not require additional educational goal revisions. This section fits together with the Academic Expectations.
- The Work Plan addresses the development of a rubric to measure responsible citizenship; this is more about the culture and climate of the school.
- The graph on page 18 shows how various components fit together to meet the Vision of a Graduate.

Responding to Mrs. Jacobsen:

- Complete items may continue to be a work in progress; for example, a great job was accomplished with transitions (Item 1-9), but work and progress will continue even after implementation.
- Item 1-24: The Policy Committee may revise the homework policy before June 2019; the homework policy will have many layers and staff will need time to work through it.
- Students may bring their own devices.
- Middle schools will be reviewing schedules, including clubs.
- Duct cleaning at FLHS will be completed in 2019.
- The special education audit confirmed what is already reflected in the Work Plan.

Motion Passed: 8-0

Approval of BOE Goal

Mr. Peterson moved, Mrs. Maxon-Kennelly seconded that the Board of Education approve the September 11, 2018 BoE Goal #1, with the understanding that it will be based on the receipt of the 2019-2029 enrollment projections.

Mr. Dwyer gave a brief background on the goal. It encompasses multiple similar goals that were submitted by Board members, and consolidates them into one. Dr. Jones said this was the most consistent goal that was submitted. Mr. Dwyer added that the remaining goals will be addressed at an upcoming meeting.

Mrs. Maxon-Kennelly moved, Mr. Dwyer seconded to amend the first line of "Goal #1" to read "The Board of Education will explore and research to make a decision on or before June 30, 2019 with BoE action on all four of the following items"

Motion Passed: 8-0

Dr. Jones said consultants are currently working on updating the 10-year projections and the Board can decide the extent to which it would like the consultants to study redistricting; several scenarios have already been provided. Drilling down to the street level would take place after June. The Board may also address some difficult decisions regarding solving Racial Imbalance and facility capacity; this will provide the guidance that consultants will need. The June 30, 2019 deadline does provide some time. Mr. Cullen is researching properties for WFC.

Mr. Peterson said that there are many things in WFC that need to be fixed. The broad sense of the Board is that redistricting is a high priority, large task, with much work to be done.

Mr. Aysseh felt the Board should not spend money before deciding which direction to take. Will Racial Imbalance be solved with redistricting, which would also solve everything that goes along with it? It is important to give the consultant a charge that makes sense so that scenarios make sense. Mr. Aysseh and Ms. Pytko felt the next Town Hall meeting should address redistricting.

Mrs. Gerber suggested that previous 2016 scenarios provided by Milone and MacBroom may no longer be viable and added that those plans were predicated on Mill Hill being built to a 504 capacity.

Dr. Jones said the Board can decide the next level of work for the consultants. Mrs. Jacobsen and Mrs. Maxon-Kennelly asked for a calendar or timeline and Mr. Dwyer recommended a decision-making tree. Board members added that WFC and ECC issues remain and have to be addressed; affordable housing and other types of projections from the Town should be provided. Mrs. Vitale asked the Board to revisit the idea of a long-term planning committee.

Public Comment:

Bob Smoler, FEA President: Facilities issues need to be addressed. A centralized model for ECC is essential.

Matthew Hallock, Somerville Street: Thanked the Board and asked that the Child's Garden preschool at the Oldfield School site be investigated as an alternate facility for ECC.

Original motion, as amended, Passed: 8-0

BOE Budget Considerations:

Mr. Dwyer asked Board members to suggest items of interest for the upcoming budget.

Mrs. Gerber asked how Innovative Learning and the WFC move will affect the budget. Dr. Jones said the WFC move is reflected as a placeholder in the waterfall. New devices will be added at the middle school level, but aside from that, Innovative Learning will not have a huge impact.

Mrs. Jacobsen mentioned items in the special education audit, and also requested a more detailed breakdown of section 503. Dr. Jones and Ms. Byrnes said more detail is in the back of the book.

Mrs. Vitale will be looking for more information on facilities, such as solving the heat and humidity issues in the short term. Mr. Peterson mentioned that the BoF was informed of the air conditioning issue at the Capital Planning Workshop.

Mrs. Gerber moved, Mrs. Vitale seconded to suspend the rules and extend the meeting to 11:30PM.

Motion Failed: 4-4

Favor: Mrs. Vitale, Mrs. Gerber, Mr. Dwyer, Mrs. Jacobsen

Oppose: Ms. Pytko, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson

2017-2018 Fiscal Year – Financial Report

Mrs. Munsell briefly reviewed the year-end financial report. The 2017-2018 fiscal year began without a state budget, creating uncertainty. As a result, \$2.3M was placed in reserve, which was then released. Technology was pre-purchased and \$600K was returned to the Town. Available balances were used to purchase instructional materials, STEAM materials and collaborative-space furniture, essentially restoring school allocations.

Mrs. Maxon-Kennelly asked what the Board was told when it approved the \$403K for pre-purchase. Mr. Dwyer said he would have to check the record but thought it was stated as technology.

Mr. Dwyer took a moment of personal privilege to acknowledge that he has enjoyed his past 6 years as Board Chairman, but will not be seeking reelection as Chair in November. He is looking forward to remaining a member.

Special Education Audit – Highlights

Mr. Mancusi said the consultant will return in November to discuss the audit in more detail. The purpose of the audit was to review special education, analyze inconsistencies with the IEP process, analyze service delivery with respect to a least restrictive environment, review comparative data from DRG A and B districts, and help identify possibilities to increase deficiencies. FPS students with disabilities (16-17 data) spend 78% of their school day within general education; better than DRG A and DRG B averages. Over the previous 2 years, FPS sped teacher to student ratio has increased due to the addition of more sped teachers. Four year cohort graduation data for 2016-2017 shows that 80% of FPS students with disabilities graduated in 4 years. FPS was commended for providing sufficient PD opportunities and instructional materials and is committed to supporting instructional improvement efforts. One of the recommendations included the reorganization of the Sped Coordinators. Next steps include incorporating the audit recommendations into the budget and developing additional PD opportunities to address areas of need.

Adjournment

Ms. Pytko moved, Mrs. Maxon-Kennelly seconded that this Special Meeting of the Board of Education adjourn.

Motion Passed: 8-0

Meeting adjourned at 10:59PM.

*Respectfully submitted by
Jessica Gerber
Fairfield Board of Education
Secretary*

Regular Meeting Minutes Fairfield BoE, September 11, 2018

NOTICE: A full meeting recording can be obtained from Fairfield Public Schools. Please call 203-255-8371 for more information and/or see the FPS website (under Board Meeting Minutes) for a link to FAIRTV.

Voting Summary:

Call to order of the Regular Meeting of the Board of Education and Roll Call

Chairman Philip Dwyer called the Regular meeting to order at 8:07PM. Present were members Trisha Pytko, Jennifer Leeper, Christine Vitale, Jessica Gerber, Philip Dwyer, Jennifer Jacobsen, Nick Aysseh, Jennifer Maxon-Kennelly and Jeff Peterson. Others present were Superintendent Dr. Toni Jones, members of the central office leadership team, and approximately 75 members of the public.

Old Business

Approval of WFC Tuition Program

Mr. Aysseh moved/Mrs. Maxon-Kennelly seconded the recommended motion “that the Board of Education approve the WFC tuition program, per the August 28, 2018 WFC Tuition Program – Update Memo” Motion passed 7-2 (Ms. Leeper, Mrs. Vitale, Mrs. Gerber, Mr. Dwyer, Mrs. Jacobsen, Mrs. Maxon-Kennelly, Mr. Peterson in favor; Ms. Pytko, Mr. Aysseh against.)

Mrs. Maxon-Kennelly moved/Ms. Pytko seconded to postpone to an October meeting the Discussion of Board Goals. Motion passed 9-0.

Approval of Minutes

Mrs. Gerber moved/Mrs. Vitale seconded the recommended motion “that the Board of Education approve the *Special* Minutes of August 28, 2018 and the *Regular* Minutes of August 28, 2018.” Motion passed 9-0.

Mrs. Gerber moved/Ms. Leeper seconded to suspend the rules and extend the meeting to 11:45PM. Motion passed 6-3 (Ms. Leeper, Mrs. Vitale, Mrs. Gerber, Mr. Dwyer, Mrs. Jacobsen, Mr. Peterson in favor; Ms. Pytko, Mr. Aysseh and Mrs. Maxon-Kennelly against).

Adjournment

Ms. Pytko moved/Mrs. Gerber seconded the recommended motion “that this Regular Meeting of the Board of Education adjourn.” Motion passed 9-0. Meeting adjourned at 11:39PM.

Detailed Minutes:

Following the Pledge, the Board observed a moment of silence in honor of September 11.

Public Comment:

The following spoke in support of keeping ECC centralized:

Gina Hallock, Melissa Travis, Amanda Moitoso, Dr. Heitzman (letter read by Ashley Walsh), Christy Vitale, Matt Wilcox, Katie Flynn, Sally Connelly, Eric Sundman

Frank Sahagain, Chelsea Street: Would be more helpful to use actual enrollment numbers during the budget process.

ECC Facilities and Programming Presentation

Dr. Jones noted that this topic will be back on the agenda in October and November; this is an informational presentation to inform the Board of space issues.

Mr. Mancusi, Executive Director of Special Education and Kristen Bruno, Special Education Coordinator (ECC and KDG), led the presentation. The ECC is at maximum capacity, impacting the ratio of students with disabilities to nondisabled peers as well as special education teacher caseloads. Students enroll in ECC through Birth-3, direct referrals, Child-Find, a Sped-eligible student move into Fairfield, and enrollment of non-disabled peers. ECC classes do not have a maximum enrollment.

In response to increasing ECC enrollment, an additional classroom was added in 2016-2017, and an ECC classroom at Stratfield School was added in 2017-2018. Student programs and services are individually designed based on student needs and may include itinerant services (speech and language, social skills, occupational therapy, physical therapy), and classroom programming. Currently, FPS has a hybrid of centralized (ECC) and decentralized (ECC at Stratfield) programming.

The current challenges are: the ECC facility is at capacity, class sizes are too large, the peer ratio is lower than ideal, the program now operates out of 2 locations, and the transition from preschool to Kindergarten can be difficult. Communication and information gathering is occurring now through meetings with ECC staff and CES consultants, visiting other district programs, and speaking with the Stratfield ECC program parents.

Next steps include more program visits and information gathering at programs outside the district, communicating with SEPTA and ECC parents, and follow up meetings with ECC staff and the BOE. A staffing formula will be developed by October for the Superintendent to review.

Dr. Jones, Mr. Mancusi and Ms. Bruno responded to BOE questions:

Mrs. Gerber asked if a long-term solution might be two ECC's, given the high value placed on centralization and the current capacity issues. Mr. Mancusi said that was a possibility; he was researching centralized vs. decentralized programming in various forms. Staff caseloads impact the integrity of programming, and some are currently higher than optimal. Options for the ECC will be about quality programming done the right way.

Ms. Pytko did not want changes to a model that works and suggested adding a 5's program for students who need an extra year of transition. Ms. Bruno will provide more detailed enrollment numbers for itinerant students.

- Why have we not heard about the Special Education audit? Mr. Dwyer said that will be addressed at the 9/25 Board meeting.
- Is there a push to move WFC to the ECC site? Dr. Jones said there are 2 separate issues. ECC has outgrown its facility and the WFC site is in disrepair with its lease up for renewal. Whether those 2 items fit together will be the Board's decision. The Board has toured both facilities and will decide on the best solutions. The Town manages the WFC lease renewal and the BOE will be notified of the lease details.
- Was the entire ECC staff invited to the ECC facility meeting? Mr. Mancusi said yes. Facility challenges were presented, but decentralization was not mentioned.

Mrs. Maxon-Kennelly thanked staff for the presentation and asked if FPS had committed to decentralization. Dr. Jones said no; proposals need to be brought to the Board. Ms. Bruno clarified that gen-ed students and itinerant students are not included in the classroom enrollment counts.

Mr. Peterson felt the tone was similar to the former topic of splitting the high schools. If there is a model preference, he would like to know that. Is there an option to expand the facility and why is the population increasing? Mr. Mancusi said ChildFind services and targeted evaluations have improved. Mr. Dwyer said expansion is an option.

Ms. Jacobsen thanked the audience for sharing personal and profound stories and asked about the recommended timeline. Mr. Mancusi said the plan is to have a timeline with fiscal analysis prior to the October meeting.

Ms. Vitale thanked the staff and parents for all the emails. Given the concern over caseloads, how proactive is the staff with enrollment? Ms. Bruno said enrollment is obtained in various ways, but caseloads are hard to discern until evaluations are completed. Stratfield PPTs are attended by either Ms. Bruno or Ms. McGoey.

Mr. Dwyer added that the Board made a commitment to address caseloads and is committed to serving students needing Special Education.

Old Business

Approval of WFC Tuition Program

Mr. Aysseh moved, Mrs. Maxon-Kennelly seconded that the Board of Education approve the WFC tuition program, per the August 28, 2018 WFC Tuition Program Update Memo.

Mr. Aysseh said his biggest concern was the WFC facility and felt the tuition should be higher than \$35K so as to provide a buffer. He was not comfortable making a commitment, given that WFC enrollment is going down. Dr. Jones said the tuition amount will be a part of the yearly budget process, but we have not yet had any tuition students. Mr. Mancusi said there is a maximum WFC enrollment of 50, without impacting staff or space. The tuition student would be treated as an in-district student with the sending district paying transportation costs.

Ms. Pytko expressed concern over the lack of a nurse at the site, and said she could not vote on this item until more is known about the WFC location.

Mrs. Maxon-Kennelly wanted to move this item forward. These are gen-ed students and we still need to cover their education; adding a tuition student is a plus to the district. Ms. Vitale, Mrs. Gerber and Mr. Dwyer agreed.

Motion Passed: 7-2

Favor: Ms. Leeper, Mrs. Vitale, Mrs. Gerber, Mr. Dwyer, Mrs. Jacobsen, Mrs. Maxon-Kennelly, Mr. Peterson

Oppose: Ms. Pytko, Mr. Aysseh

New Business

Mrs. Maxon-Kennelly moved, Ms. Pytko seconded to postpone to an October meeting the Discussion of Board Goals.

Dr. Jones said the goals survey indicated that facilities was the one goal with a Board consensus.

Motion Passed: 9-0

Magnet Program

At the request of the Finance Committee, Dr. Jones gave a short presentation on magnet schools based on 2 themes; STEAM Magnet and International Baccalaureate (IB). Some other CT districts have unsuccessfully attempted to use magnet schools as a solution to Racial Imbalance.

The IB Primary Year Program (PYP) is for elementary students. There is a lengthy process to become an authorized school of this type, and it has costs including annual fees and dues. An approximate first year cost would equal \$87K.

STEAM Magnet programs exist nationwide. One example is the Computer Science Program, with first year implementation costs of \$120K. An option for McKinley is an advanced Elementary Math Academy for 4th and 5th graders. Approximate first year start-up costs would be \$20K, excluding transportation. If the Board is interested in this option, Dr. Jones recommended that staff bring a resolution to the BOE after gathering community and staff input.

Ms. Leeper supported the Math Academy and asked whether the Finance Committee should continue to explore that option. Mrs. Maxon-Kennelly asked about any impact on staff time, and Dr. Jones said staff could manage additional research, there are already leadership meetings scheduled.

Mr. Peterson, Mrs. Maxon-Kennelly and Mrs. Vitale also supported continued research on the Math Academy.

Ms. Pytko felt advanced math students would be better served in their home school's Gifted program, allowing for student-driven learning.

Mr. Aysseh did not support this idea at this time; it is a new focus and no longer centered around Racial Imbalance. The Board is already facing many issues and this would involve additional time with lots of Board and community discussion. Mrs. Jacobsen agreed and also was concerned about equity with the focus on one content area.

Mrs. Maxon-Kennelly asked if this conversation fulfilled the requirement regarding discussing a magnet program as it may relate to the Racial Imbalance Plan submitted to the state. Dr. Jones said yes.

The Board decided to not pursue the option of a magnet school, but the Finance Committee will continue to research the Advanced Math Academy.

Mrs. Gerber moved, Ms. Leeper seconded to suspend the rules and extend the meeting to 11:45PM.

Motion Passed: 6-3

Favor: Ms. Leeper, Mrs. Vitale, Mrs. Gerber, Mr. Dwyer, Mrs. Jacobsen, Mr. Peterson

Oppose: Ms. Pytko, Mr. Aysseh and Mrs. Maxon-Kennelly

District Improvement Plan

Dr. Jones reviewed the revised District Improvement Plan (DIP), dated September 11, 2018. She asked the Policy Committee to review the 2 new educational goals listed on page 6, and noted the added section for Vision of a Graduate, the updated list of Performance Indicators and the additional Facilities and Safety/Security sections under 'Specific Actions.'

The Board discussed whether some of the original language should be updated. Mrs. Maxon-Kennelly requested that completed items be marked as such and would also like the School Climate Survey and World Language credits added to the list of data points on page 21. Mrs. Jacobsen requested a formal review of the DIP and felt it confusing to assimilate the Work Plan, the Crosswalk and the DIP.

Dr. Jones said updated language is included in the Work Plan, which provides more detail on how things are getting accomplished. Some of the data points in the original DIP are no longer used in district, such as IReady. Extra-curricular participation is another data point without a system for easy data retrieval.

Mr. Dwyer felt the DIP was accurate with a few adjustments. The Board will vote on the Plan and the Superintendent will choose the initiatives. The Board will vote on the DIP when it is ready; not necessarily at the next meeting.

Approval of Minutes

Mrs. Gerber moved, Mrs. Vitale seconded that the Board of Education approve the *Special* Minutes of August 28, 2018 and the *Regular* Minutes of August 28, 2018.

Motion Passed: 9-0

Superintendent's Report

Summer Projects Update

Mr. Cullen highlighted several completed summer projects at multiple sites; overall there were 67 projects. The Warde turf grass is down and should be ready and usable next week. The TMS and MH flooring are items that were cut and will

be carried over to the 19/20 budget. Mrs. Maxon-Kennelly requested a definitive list of all items that will affect the budget.

Mrs. Gerber said the FLHS parking lot and tennis courts look great. Mr. Dwyer thanked the staff for all their hard work and it is much appreciated.

Opening of School Update

Dr. Jones said she would like a 10-year plan to get air conditioning in the schools. The heat presented a challenging start to the school year. Mrs. Gerber agreed and was told in 2013 that the cost to air condition FLHS would have been \$8M; she suggested this be discussed at the Capital Planning Workshop.

Mrs. Gerber asked about the Newcomer Academy. Mr. Cummings said the biggest changes are at Warde, where staffing has been increased to support classroom teachers with ELL students. At McKinley where most ELL students reside, we are continuing to implement, strengthen and improve the services. No students have moved to McKinley, TMS or Warde to participate in the Newcomer Academy.

Mr. Dwyer thanked the Town building department for performing the final inspection at Holland Hill, on short notice.

Opening of School

Dr. Jones said the enrollment is within range of the projections, with a total of 9790.

Committee/Liaison Reports

Mr. Peterson reported for the BOF: The Capital Planning Workshop has been moved to OHS on Monday, 9/17. The BOF approved \$750K for police body cameras, which has presented an issue for police in schools and how to best manage records and confidentiality. The BOF was very interested in the Warde turf progress and Chromebooks.

Mr. Dwyer said the Mill Hill Building Committee will report to the BOF first and then to the BOE and BOS.

Ms. Leeper reported for the Finance Committee: The corporate sponsorship idea is continuing; the software to enable the Board to be paperless is not ADA compliant and is on hold for now; window blinds are a safety item and should be funded properly in the budget.

Mrs. Vitale reported that the PTAC event was well attended and the Sherman Building Committee is meeting tonight with architects.

Public Comment:

Kathleen Joy Ross, Beach Road: Requests more data on ECC.

Laura King, Unquowa Road: Recommends a separate ECC transition to KDG PK program for students.

Bonnie Rotelli, Merritt Street: Supports centralized ECC program, likes the idea of a 5's program.

Adjournment

Ms. Pytko moved, Mrs. Gerber seconded that this Regular Meeting of the Board of Education adjourn.

Motion Passed: 9-0

Meeting adjourned at 11:39PM.

*Respectfully submitted by
Jessica Gerber
Fairfield BOE Secretary*