

STATE OF CONNECTICUT DEPARTMENT OF EDUCATION



TO: Sponsors of the National School Lunch and Breakfast Programs

FROM: John Frassinelli, Chief

Bureau of Health/Nutrition, Family Services and Adult Education

DATE: June 16, 2015

SUBJECT: Operational Memorandum #23-15

Interschool Agreements for School Year 2015-16

The interschool agreement forms for 2015-16 are attached and posted on the Connecticut State Department of Education's (CSDE) Forms for School Nutrition Programs Web page. Sponsors that vend or satellite meals to another district must submit an annual interschool agreement to the CSDE at least two weeks before the start of the school year, but no later than **August 30, 2015**. This form must be signed by the authorized representative for the providing sponsor and the recipient site.

The interschool agreement must be sent to the CSDE **before** the local education agency (LEA) starts serving and claiming meals. This action is required even if the LEA lists the site on their district's online agreement. The interschool agreement forms are CSDE samples. If an LEA chooses to submit a different agreement form, the LEA is responsible for ensuring that all of the components outlined on the CSDE sample forms are included in the LEA's interschool agreement. Failure to do so could delay the processing of the agreement.

Healthy Food Certification (HFC) Payments and Interschool Agreements

A public school or district (recipient site) that receives meals under contract from a HFC District (providing sponsor) can choose to certify for the healthy food option and follow the **Connecticut Nutrition Standards**. This must be indicated on the interschool agreement between the recipient site and the providing sponsor district. The deadline for interschool agreements choosing HFC is **August 15, 2015**.

In order for the sponsoring district to receive HFC payments for any recipient sites, the interschool agreement must be submitted to the Connecticut State Department of Education by August 15, 2015. If the interschool agreement is received after this date, recipient site lunch counts will not be included in the total number of reimbursable lunches that are used by the CSDE to determine HFC payments for school year 2015-16.

For more information on HFC and the Connecticut Nutrition Standards, see the CSDE's HFC and Connecticut Nutrition Standards Web pages.

Failure to submit and receive approval for an interschool agreement could jeopardize funding for the meals served at that site. Questions pertaining to interschool agreements may be directed to Fionnuala Brown at 860-807-2129 or fionnuala.brown@ct.gov.

COUNTY ASSIGNMENTS	CONSULTANT	E-MAIL AND PHONE
Fairfield County	Fionnuala Brown	fionnuala.brown@ct.gov 860-807-2129
Hartford County (towns/cities beginning with A-R)	Teri Dandeneau	teri.dandeneau@ct.gov 860-807-2079
Hartford County (towns/cities beginning with S-W) Windham County	Susan Alston	susan.alston@ct.gov 860-807-2081
Litchfield County	Allison Calhoun- White	allison.calhoun-white@ct.gov 860-807-2008
Middlesex County Tolland County	Andy Paul	andrew.paul@ct.gov 860-807-2048
New Haven County	Jackie Schipke	jackie.schipke@ct.gov 860-807-2123
New London County	Monica Pacheco	monica.pacheco@ct.gov 860-807-2073

JF:fbb

Attachments: (2)

Important: This is a numbered Connecticut State Department of Education (CSDE) operational memorandum that contains important program information. Please read carefully and retain in a binder for future reference. All CSDE operational memoranda are posted on the CSDE's Operational Memoranda for School Nutrition Programs Web page.

Connecticut State Department of Education

SAMPLE FULL-SERVICE INTERSCHOOL AGREEMENT FORM SCHOOL YEAR 2015-16

A Full-service Interschool Agreement must be completed by any school district or school that provides another district or school with meals or snacks through the U.S. Department of Agriculture (USDA) Child Nutrition Programs, i.e., National School Lunch Program (NSLP), School Breakfast Program (SBP) and Afterschool Snack Program. This agreement must be signed by the providing sponsor and the recipient site.

- A **providing sponsor** is a district or school that sells USDA meals or snacks to another district or school. A providing sponsor maintains its own *Agreement for Child Nutrition Programs* (ED-099) with the Connecticut State Department of Education (CSDE) to operate the USDA Child Nutrition Programs and has a CSDE sponsor agreement number. This is the five-digit number on the district's online agreement.
- A recipient site is a district or school that receives USDA meals or snacks from a providing sponsor.

The providing sponsor accepts full responsibility for meeting all state and federal regulations regarding the USDA Child Nutrition Programs and receives all state and federal reimbursements. The recipient site must be listed as an approved site on the providing sponsor's online Agreement for Child Nutrition Programs (ED-099) with the CSDE.

A sample Full-service Interschool Agreement between the providing sponsor and the recipient site is attached. This form is not required but all areas addressed in the CSDE sample form **must** be included in any other form used by the providing sponsor. The providing sponsor may choose to modify this form if all required information is included.

The interschool agreement must be signed by the authorized representative for the providing sponsor and the recipient site and returned by **August 15, 2015** to: Fionnuala Brown, Connecticut State Department of Education, Bureau of Health/Nutrition, Family Services and Adult Education, 25 Industrial Park Road, Middletown, CT 06457.

NOTE: In order for the sponsoring district to receive Healthy Food Certification (HFC) payments for any recipient sites in school year 2015-16, the completed interschool agreement must be submitted to the CSDE by August 15, 2015. If the interschool agreement is received after this date, recipient site lunch counts will **not** be included in the total number of reimbursable lunches that are used to determine the sponsoring district's HFC payments for school year 2015-16.

Questions regarding the interschool agreement can be directed to Fionnuala Brown at 860-807-2129 or fionnuala.brown@ct.gov. This form is available in PDF and Word on the CSDE's Forms for School Nutrition Programs Web page.

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Connecticut State Department of Education FULL-SERVICE INTERSCHOOL AGREEMENT FORM

AGREEMENT BETWEEN:			
Name of Providing Sponsor		Agreement Number	
AND THE RECIPIENT SITES INDIC.	ATED BELOW:		
R	Recipient Site Inform	ation	
For each recipient site, indicate the complete child care institution (RCCI)) and whether it			or residential
Recipient Site Provide complete name of program and include name of governing agency if applicable	Type of School Check one	Address, Town and Zip Code	Existing or New Site * Check one
1	Public RCCI Private		Existing Site New Site
2	Public RCCI Private		Existing Site New Site
3	Public RCCI Private		Existing Site New Site
4	Public RCCI Private		Existing Site New Site
5	Public RCCI Private		Existing Site New Site
* An existing site is a school that is currently list not currently listed in the providing sponsor's must submit a letter to the CSDE stating the sit NSLP, SBP), the age range of students being se Department of Education, 25 Industrial Park Ro	online agreement. For a ename, address and town erved and the effective sta	Il new sites indicated above, the property, the Child Nutrition Programs being the Mail the letter to Avis Kellet.	oviding sponsor ng offered (e.g.,
Indicate all programs covered under this a	greement. (Check all t	hat apply.)	
☐ National School Lunch Program (NSL	P)		
☐ School Breakfast Program (SBP)			
☐ Afterschool Snack Program			
This agreement between the (recip and cannot be changed except by written ame	ient site) contains all ondment signed by both	Board of Education (providing f the terms and conditions agree parties.	sponsor) and ed to by the parties
This agreement shall begin on (insert month/day/year). Eit days) day prior written notice.	(insert mo	enth/day/year) and shall continue this agreement with a	ne until (insert number og

Section 1 – Responsibilities of Providing Sponsor

The	Board of Education (providing sponsor) agrees to:		
1.	Appoint a providing sponsor representative ,		
2.	Prepare and distribute (insert type of meal served, i.e., lunches, breakfasts or snacks) in accordance with specified regulations of the NSLP (also insert SBP and Afterschool Snack Program, if applicable).		
3.	Establish collection procedures for the recipient site.		
4.	Provide trained food service personnel to administer the Child Nutrition Programs at the recipient site.		
5.	5. Be responsible for the oversight of procedures of meal accountability, claiming and accepting reimbursement for meals served on behalf of the recipient site.		
6.	includes all master rosters sheets and conducting verification according to federal and state guidelines. 7. Oversee the preparation and delivery (if applicable) of such meals (or have meals ready for pick up) at (insert specified time). All meals delivered will be at the required temperature and in appropriate containers meeting all current health standards. The meals will be delivered wholesome and consumable and will comply with the Connecticut Department of Public Health regulations and Hazard Analysis Critical Control Point (HACCP) requirements. All delivery containers will remain the property of (insert name of owner). 8. Prepare and distribute menus to (all children or each school) two weeks prior to the start of the month.		
7.			
8.			
9.			
10.	Provide any and all equipment needed to serve all meals. This equipment shall remain the property of (insert name of providing sponsor). The (insert name of recipient site) shall be responsible for maintaining this equipment. In the case of abuse, the (insert name of providing sponsor) retains the right to charge (insert name of recipient site) for replacement/repair.		
11.	Establish set prices for student and adult meals as agreed upon by the two parties and indicated below.		
	• The charge for each full-price student breakfast will be \$ (insert price).		
	• The charge for each reduced-price student breakfast will be \$ 30 cents.		
	• The charge for each full-price student lunch will be \$ (insert price).		
	• The charge for each reduced-price student lunch will be \$ 40 cents.		
	• The charge for each adult lunch will be \$ (insert price).		
	• The charge for each full-price snack will be \$ (insert price).		
	• The charge for each reduced-price snack will be \$ <u>15 cents</u> .		
12.	Accept government commodity foods on behalf of the recipient site.		

The	(insert nam	e of recipient site school) agrees to:
1.	Appoint a recipient site representative , be the point person for communication between the parties meetings held with the providing sponsor to assess issues r the meeting will be kept on file at both sites.	of this agreement. This person shall attend regular
2.	Comply with all federal and state regulations related to the <i>Program, if applicable</i>) as communicated by the providing (insert name of represented)	sponsor representative,
3.	Maintain accurate meal counting and claiming records on a	daily basis.
4.	Provide suitable dining arrangements for the children to pa	rticipate fully in their meal experiences.
5.	Take active responsibility for apprising the providing sponsing the providing sponsing cause a change in meal preparation amounts.	sor of any schedule changes, field trips, etc., that
6.	Comply with all state and federal regulations related to the sold separately from reimbursable meals.	sale of competitive foods, i.e., foods and beverages
Section	on 3 – Healthy Food Certification (HFC)	
HFC u receive public endow	cipient site can participate in HFC only if the providing sponder Section 10-215f of the Connecticut General Statutes. Per additional state funding for reimbursable lunches served at schools, regional educational service centers, vocational-technical academies. Private schools or nonprofit organizations are controlled. Certification Statement (Check One)	articipation in HFC allows the providing sponsor to the recipient site. Eligible recipient sites include anical schools, charter schools, magnet schools and
Pursua	nt to Section 10-215f of the Connecticut General Statutes, the period of July 1, 2015 through June 30, 2016 , all food	1 0 0
	will comply with the Connecticut Nutrition Standards. (Conwill not comply with the Connecticut Nutrition Standards. parts B, C and D in this section.)	
and fro activiti This ce	ertification includes all food items offered for sale to students om all sources, including but not limited to, school stores, verses on school premises (whether or not school sponsored) and ertification does not apply to the sale of foods that meet the essection (see page 4).	nding machines, school cafeterias, any fundraising dall foods served in the Afterschool Snack Program
Print N	ame of Recipient Site's Representative	Title of Recipient Site's Representative
Signatu	ure of Recipient Site's Representative	Date

Section 3 - HFC, continued

Part B: Exemption Statement (Check One)

If the recipient site certifies for HFC in part A of this section, all food items sold to students separately from reimbursable school meals must meet the Connecticut Nutrition Standards at all times and from all sources. Foods that do not comply with the Connecticut Nutrition Standards can **only** be sold to students if the recipient site's governing body allows exemptions and the foods are sold at the location of an event that occurs after the school day or on the weekend, provided they are not sold from a vending machine or school store.

Pursuant to Section 10-215f of the Connecticut	General Statutes, the recipient site's governing body:
□ will	
☐ will not	
	ot meet the Connecticut Nutrition Standards, provided that 1) foods are rethe end of the regular school day or on the weekend; 2) the sale is at old from a vending machine or school store.
Part C: Sources of Food Sales at Recipient S	Site
•	ents SEPARATELY from reimbursable meals at the recipient site.
☐ Cafeteria	
☐ Vending machines	
☐ School stores	
☐ Fundraisers	
Culinary arts programs	
Family and consumer sciences classes	
Afterschool enrichment or other prografoods provided to students	ams that charge a fee for participation and the fee includes the cost of
☐ Summer school programs (e.g., enrich	ment or exploratory) operated by the recipient site
Adult education programs operated by adult education program.	the recipient site, where foods sold are under the control of the
☐ Family resource centers	
☐ Sports programs that charge a fee for p	articipation and the fee includes the cost of foods provided to students
Other (please specify):	
Part D: Recipient Site's HFC Contact Person	
Designate a contact person for HFC at the rec sponsor to ensure that all HFC requirements a	ipient site. This person is responsible for working with the providing re met.
Name:	Title:
E-mail:	Phone: () –
Mailing Address:	
City:	State: Zin Code:

Section 4 – Signatures of Authorized Representatives

This agreement must be signed by the appropriate **authorized representatives** from the providing sponsor and the recipient site. For the providing sponsor, the authorized representative is an individual listed on the district's Agreement for Child Nutrition Programs (ED-099) with the CSDE. This is the person who is authorized to approve and submit the online claims for reimbursement (**not** the food service director). For the recipient site, the authorized representative is the principal or executive director of the school.

Signature of Providing Sponsor

Print Name of Authorized Representative	Title of Authorized Representative	
Signature of Authorized Representative	Date	
Signature of Recipient Site		
Print Name of Authorized Representative (Principal or Executive Director)	Title of Authorized Representative	
Signature of Authorized Representative (Principal or Executive Director)	Date	

Submit this form by **August 15, 2015,** to Fionnuala Brown, Connecticut State Department of Education, 25 Industrial Park Road, Middletown, CT 06457. **NOTE: In order for the sponsoring district to receive HFC payments for any recipient sites, the interschool agreement must be submitted to the CSDE by August 15, 2015. If the interschool agreement is received after this date, recipient site lunch counts will not** be included in the total number of reimbursable lunches that are used to determine the sponsoring district's HFC payments for school year 2015-16.

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

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Connecticut State Department of Education SAMPLE RECIPIENT SITE VENDED INTERSCHOOL AGREEMENT FORM

A Recipient Site Vended Interschool Agreement must be completed when a board of education (vendor) provides meals or snacks to another school (recipient site) that maintain its own *Agreement for Child Nutrition Programs* (ED-099) with the Connecticut State Department of Education (CSDE) for the U.S. Department of Agriculture (USDA) Child Nutrition Programs, i.e., National School Lunch Program (NSLP), School Breakfast Program (SBP) and Afterschool Snack Program.

- A **vendor** is a board of education that sells USDA meals or snacks to another district or school. A vendor maintains its own *Agreement for Child Nutrition Programs* (ED-099) with the Connecticut State Department of Education (CSDE) to operate the USDA Child Nutrition Programs and has a CSDE sponsor agreement number. This is the five-digit number on the district's online agreement.
- A **recipient site** is a district or school that receives USDA meals or snacks from the vendor. The recipient site also maintains its own *Agreement for Child Nutrition Programs* (ED-099) with the CSDE to operate the USDA Child Nutrition Programs and has an assigned CSDE sponsor agreement number.

When meals are vended from a board of education, the recipient site accepts **full** responsibility for meeting all state and federal regulations regarding the Child Nutrition Programs and receives all state and federal reimbursements.

A sample Recipient Site Vended Interschool Agreement for a district that vends meals to a recipient site is attached. This form is not required but all areas addressed in the CSDE sample form **must** be included in any other form used by the recipient site. The recipient site may choose to modify this form if all required information is included.

The Recipient Site Vended Interschool Agreement must be signed by the authorized representatives and returned by **August 30** of each school year to: Fionnuala Brown, Connecticut State Department of Education, Bureau of Health/Nutrition, Family Services and Adult Education, 25 Industrial Park Road, Middletown, CT 06457.

To claim meals for a recipient site, the Recipient Site Vended Interschool Agreement must be submitted to the CSDE at least two weeks before the recipient site serves reimbursable meals.

Questions regarding the Recipient Site Vended Interschool Agreement can be directed to Fionnuala Brown at 860-807-2129 or fionnuala.brown@brown@ct.gov. This form is available in PDF and Word on the CSDE's Forms for School Nutrition Programs Web page.

The State of Connecticut Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. The Department of Education does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Act Coordinator, State of Connecticut Department of Education, 25 Industrial Park Road, Middletown, CT 06457, 860-807-2101, Levy, Gillespie@ct.gov.



Connecticut State Department of Education RECIPIENT SITE VENDED INTERSCHOOL AGREEMENT FORM

AGREEMENT BETWEEN:		
Recipient Site (Sponsor)	Agreement Number	
AND		
Vendor (Board of Education)		
Indicate all programs covered under this	agreement. (Check all that apply.)	
☐ National School Lunch Program (NS	LP)	
☐ School Breakfast Program (SBP)		
☐ Afterschool Snack Program		
This agreement between theBoard o	(recipient site) and f Education (vendor) contains all of the terms and	
	not be changed except by written amendment signed	
This agreement shall begin on	(insert month/day/year) and shall	
continue until (insert mor	nth/day/year). Either party may terminate this	
agreement with a (insert number of	of days) day prior written notice.	

RECIPIENT SITE VENDED INTERSCHOOL AGREEMENT FORM, continued

Section 1 – Responsibilities of Recipient Site

Th	ne (insert name of recipient site) agrees to:
1.	Appoint a recipient site representative,(insert
	name of representative), to be the point person for communication between the parties of this agreement. This person shall attend regular meetings held with the vendor to assess issues related to the Child Nutrition Programs. The recipient site will be responsible for recording the meeting minutes. A record of the minutes will be kept on file at both sites.
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- 2. Comply with all federal and state regulations related to the NSLP (also insert SBP and Afterschool Snack Program, if applicable).
- 3. Provide oversight to ensure meals are held and served in accordance with Connecticut Department of Public Health regulations and Hazard Analysis Critical Control Point (HACCP) requirements.
- 4. Create and implement a wellness policy applicable to your school environment as required by federal regulations.
- 5. Be responsible for all procedures of meal accountability, claiming and accepting reimbursements.
- 6. Pay the vendor \$ _____ (insert cost) for each student meal ordered and delivered and \$ _____ (insert cost) for each adult meal ordered and delivered. These prices include the cost of 8 fluid ounces of milk and all paper products for each meal ordered and delivered.
- 7. Charge adequate student and adult prices to ensure that all costs are covered. (**Note**: For reduced-price meals, the charges for students cannot exceed 30 cents for breakfast, 40 cents for lunch and 15 cents for snack.)
- 8. Prepare and maintain:
 - a separate school food service bank account for the deposit of all school food service funds collected from paid meals, reduced-price meals and adult meals or a la carte sales;
 - free and reduced applications and their determination;
 - verification of free and reduced applications;
 - collection procedures that meet the guidelines;
 - an accurate up-to-date master list of eligible students;
 - daily meal accountability, e.g., edit check worksheet; and
 - accountability for all a la carte sales, if applicable.
- 9. Provide trained, qualified food service personnel to administer the Child Nutrition Programs.
- 10. Provide suitable dining arrangements for the children to participate fully in their meal experiences.
- 11. Take active responsibility for apprising the vendor of any schedule changes, field trips, etc., that may cause a change in meal preparation amounts.
- 12. Comply with all state and federal regulations related to the sale of competitive foods, i.e., foods and beverages sold separately from reimbursable meals.
- 13. Make payment to the vendor of monies owed for delivery of meals each month, in accordance with this agreement.

RECIPIENT SITE VENDED INTERSCHOOL AGREEMENT FORM, continued

Section 2 – Responsibilities of Vendor

The	Board of Education (vendor) agrees to:
1.	Appoint a vendor district representative , (<i>insert name of representative</i>), to be the point person for communication between the parties of this agreement. Regular meetings with a recipient site designee will be held to assess the Child Nutrition Programs. A record of the meeting will be kept on file at both sites.
2.	Provide (insert type of meal served, i.e., lunches, breakfasts or snacks) in accordance with specified regulations of the NSLP (also insert SBP and Afterschool Snack Program, if applicable).
3.	Provide for delivery of such meals (or have meals ready for pick up) at (insert specified time). All meals delivered will be at the required temperature and in appropriate containers meeting all current health standards. The meals will be delivered wholesome and consumable and will comply with the Connecticut Department of Public Health regulations and Hazard Analysis Critical Control Point (HACCP) requirements. All delivery containers will remain the property of (insert name of owner).
4.	Prepare and distribute menus to (all children or each school) two weeks prior to the start of the month.
5.	Provide utensils, dinnerware and related supplies.
6.	Provide any and all equipment needed to serve all meals. This equipment shall remain the property of (insert name of vendor). The (insert name of recipient site) shall be responsible for maintaining this equipment. In the case of abuse, the (insert name of vendor) retains the right to charge (insert name of recipient site) for replacement/repair.
7.	Provide the recipient site with a monthly bill for all meals, other foods and supplies delivered. Payment will be due in (<i>insert number of days</i>) days.
8.	Accept government commodity foods on behalf of the recipient site.

RECIPIENT SITE VENDED INTERSCHOOL AGREEMENT FORM, continued

Section 3 – Signatures of Authorized Representatives

This agreement must be signed by the appropriate **authorized representatives** from both the vendor and recipient site. For the vendor, the authorized representative is an individual listed on the district's *Agreement for Child Nutrition Programs* (ED-099) with the CSDE. This is the person who is authorized to approve and submit the online claims for reimbursement (**not** the food service director). For the recipient site, the authorized representative is the principal or executive director of the school.

Signature of Recipient Site Print Name of Authorized Representative Signature of Authorized Representative Date Signature of Board of Education (Vendor) Print Name of Authorized Representative Title of Authorized Representative Signature of Authorized Representative Date

Submit this form by **August 30** to Fionnuala Brown, Connecticut State Department of Education, 25 Industrial Park Road, Middletown, CT 06457.

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

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