



STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION



**TO:** Sponsors of the National School Lunch and School Breakfast Programs

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

**DATE:** July 18, 2013

**SUBJECT: Operational Memorandum #42-13**  
I. Interschool Agreement forms  
a. Forms  
b. Healthy Food Certification

**I. Interschool Agreements for 2013-14**

The Interschool Agreement forms for 2013-14 are attached and posted on the child nutrition program Web site: <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=320680>. Sponsors who vend or satellite meals to another district must submit an annual Interschool Agreement. The deadline date for submitting these agreements is August 30, 2013, and must be signed by an authorized representative. The original agreement must then be sent to the State Agency 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 State samples; however, if an LEA chooses to submit a different agreement form, the LEA is responsible for ensuring that all of the components outlined on the State sample forms are included in the Interschool Agreement. Failure to do so, could delay the processing of the agreement.

Additionally, school districts who certify that they will comply with Sec. 10-215f (Healthy Food Certification) of the Connecticut General Statute (C.G.S.) may claim the recipient site lunches for additional State reimbursement if they are the providing sponsor and all of the following conditions are met:

1. The Interschool Agreement is received by our office no later than August 30, 2013.
2. The recipient site is a public school, vocational-technical school, charter school, interdistrict magnet school or endowed academy. The recipient site has a full understanding of Sec. 10-215f of the C.G.S. For more information on this statute go to the following Web site: <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=320754>.
3. Section III of the Full Service Interschool Agreement form is checked and signed by the recipient site's authorized representative.
4. The recipient site and the providing sponsor complete and submit a signed Full Service Interschool Agreement form or approved equivalent.

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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](mailto:fionnuala.brown@ct.gov).

JF:feb

Attachments: (2)

Important: This is a numbered Operational Memorandum that contains important program information. Please read carefully and retain in a binder for your future reference. Operational Memoranda are also posted on the Child Nutrition Web site: <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=320676>

**Connecticut State Department of Education  
Sample Recipient Site Vended Interschool Agreement Form**

A **Recipient Site Vended Interschool Agreement** would require that the Recipient Site maintain its own Agreement (ED-099) with the Connecticut State Department of Education and would have an assigned Sponsor/Agreement Number. The Recipient Site is therefore; accepting *full* responsibility for meeting all State and Federal regulations with regard to the Child Nutrition Programs and will in return, receive all State and Federal reimbursements.

A *sample* Agreement between a district that vends meals to a Recipient Site is attached. While this form is not required, all areas addressed in the CSDE sample form must be included in any other form used. The Recipient Site may choose to modify this form, as long as all of the required information is provided.

The Recipient Site Vended Interschool Agreement must be signed by the authorized representatives and returned by **August 30** of each year to:

**Fionnuala Brown  
Connecticut State Department of Education  
Bureau of Health/ Nutrition, Family Service and Adult Education  
Child Nutrition Programs  
25 Industrial Park Road, Middletown, CT 06457**

*In order to claim meals for this site, the Interschool Agreement form must be submitted to the above address at least two weeks before the site serves reimbursable meals.*

Questions pertaining to the Recipient Site Vended Interschool Agreement can be directed to Fionnuala Brown at 860-807-2129 or [fionnuala.brown@brown@ct.gov](mailto:fionnuala.brown@brown@ct.gov)

The State of Connecticut Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons and does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, national origin, sex, disability, age, religion or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. Inquiries regarding the Department of Education's nondiscrimination policies should be directed to the Equal Employment Opportunity Manager, State of Connecticut Department of Education, 25 Industrial Park Road, Middletown, CT 06457, 860-807-2101.

**Connecticut State Department of Education  
Recipient Site Vended Interschool Agreement Form**

**AGREEMENT BETWEEN:**

\_\_\_\_\_  
*Recipient Site (Sponsor)*

\_\_\_\_\_  
*Agreement Number*

**AND**

\_\_\_\_\_  
*Vendor (Board of Education)*

**CHECK ALL THAT APPLY:**

- NATIONAL SCHOOL LUNCH PROGRAM**
- SCHOOL BREAKFAST PROGRAM**
- AFTER-SCHOOL SNACK PROGRAM**

This agreement between the \_\_\_\_\_ (**Recipient Site**) and \_\_\_\_\_ **Board of Education (Vendor)** contains all of the terms and conditions agreed to by the parties and may not be changed except by written amendment signed by both parties.

**Section 1 – Responsibilities of Recipient Site**

The \_\_\_\_\_ (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 relating 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.
2. Comply with all of the Federal and State regulations related to the National School Lunch (Breakfast, After-school Snack Program.)
3. Provide oversight to ensure meals are held and served in accordance with CT Department of Public Health and Hazard Analysis Critical Control Point (HACCP) requirements.
4. Create and implement a wellness policy applicable to your school environment.
5. Be responsible for all procedures of meal accountability, claiming and accepting reimbursements.
6. Pay the Vendor \$ \_\_\_\_\_ for each student meal ordered and delivered and \$ \_\_\_\_\_ for each adult meal ordered and delivered. These prices include the cost of 8 oz. of fluid 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 to the students will not 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).
- 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. Refrain from the sale of any foods that disregards the State and Federal competitive foods regulations.

13. Make payment in accordance with this Agreement to the Vendor of monies owed for delivery of meals each month.

## **Section 2– Responsibilities of Vendor**

The \_\_\_\_\_ Board of Education (Vendor) agrees to:

1. Appoint a Vendor District Representative, \_\_\_\_\_ (*insert name of representative*), 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 (lunches, breakfast, and snacks) in accordance with specified regulations of the National School Lunch, Breakfast and After-School Snack Programs.
3. Provide for delivery of such meals (or have meals ready for pick up) at the (specified time \_\_\_\_\_). All meals delivered will be at the required temperature and in appropriate containers meeting all health standards presently in place. The meals will be delivered wholesome and consumable and will comply with CT Department of Public Health and the Hazard Analysis Critical Control Point (HACCP) requirements. All delivery containers will remain the property of \_\_\_\_\_.

4. Prepare and distribute menus to (all children) or (each school) two weeks prior to the month the menu pertains to.
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 \_\_\_\_\_. In return, \_\_\_\_\_ (the Recipient Site) shall be responsible for maintaining this equipment. In case of abuse, the Vendor retains the right to charge the 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 \_\_\_\_\_ days.
8. Accept government commodity foods on behalf of the Recipient Site.

This Agreement shall begin on \_\_\_\_\_ (*insert month/day/year*) and shall continue until \_\_\_\_\_ (*insert month/day/year*). Either party may terminate this Agreement with a \_\_\_\_\_ day prior written notice.

### **Section 3 – Signatures of Authorized Representatives**

An Authorized signature from both the Vendor and the Recipient Site must accompany this Agreement. For the Vendor, the signature and title of an **Authorized Representative** (not the Food Service Director) as indicated on the sponsor Agreement (ED099) with the Connecticut State Department of Education needs to be completed. This is the person who is authorized to approve and submit the online Claims for Reimbursement. For the Recipient Site, the Authorized Representative is the Principal or Executive Director of the school.

#### **Recipient Site Signature**

\_\_\_\_\_

*Print Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date*

#### **Board of Education (Vendor) Signature**

\_\_\_\_\_

*Print Name of Authorized Representative*

\_\_\_\_\_

*Title of Authorized Representative*

\_\_\_\_\_

*Signature of Recipient Site's Representative*

\_\_\_\_\_

*Date*

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

## Connecticut State Department of Education Sample Full Service Interschool Agreement Form

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, School Breakfast Program and After-School Snack Program). The Full Service Interschool Agreement must be signed by the Providing Sponsor and the Recipient Site.

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 Connecticut State Department of Education (CSDE).**

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 therefore has a CSDE Sponsor Agreement Number.

A **Recipient Site** is the district or school that receives the USDA meals or snacks from the Providing Sponsor.

A sample Full Service Interschool Agreement between the Providing Sponsor and the Recipient Site is attached. While this form is not required, 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, as long as all of the required information is provided.

This Full Service Interschool Agreement must be signed by the authorized representative for the Providing Sponsor and the Recipient Site and returned by **August 30** of each year to:

**Fionnuala Brown**  
**Connecticut State Department of Education**  
**Bureau of Health/Nutrition, Family Services and Adult Education**  
**Child Nutrition Programs**  
**25 Industrial Park Road, Middletown, CT 06457**

Questions regarding the Full Service Interschool Agreement can be directed to Fionnuala Brown at 860-807-2129 or [fionnuala.brown@ct.gov](mailto:fionnuala.brown@ct.gov).

The State of Connecticut Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons and does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, national origin, sex, disability, age, religion or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. Inquiries regarding the Department of Education's nondiscrimination policies should be directed to the Equal Employment Opportunity Manager, State of Connecticut Department of Education, 25 Industrial Park Road, Middletown, CT 06457, 860-807-2101.

**Connecticut State Department of Education  
Full Service Interschool Agreement Form**

**Section 1 – Responsibilities of Providing Sponsor**

**AGREEMENT BETWEEN:**

\_\_\_\_\_  
*Name of Providing Sponsor*

\_\_\_\_\_  
*Agreement Number*

**AND**

*(List each Recipient Site's complete name and address)*

<b>Recipient Site</b> <i>Provide complete name of program and include name of governing agency if applicable</i>	<b>Type of School</b> <i>Check one</i>	<b>Address, Town and Zip Code</b>	<b>Existing or New Site<sup>2</sup></b> <i>Check one</i>
<b>1</b>	<input type="checkbox"/> Public <input type="checkbox"/> RCCI <sup>1</sup> <input type="checkbox"/> Private		<input type="checkbox"/> Existing Site <input type="checkbox"/> New Site
<b>2</b>	<input type="checkbox"/> Public <input type="checkbox"/> RCCI <sup>1</sup> <input type="checkbox"/> Private		<input type="checkbox"/> Existing Site <input type="checkbox"/> New Site
<b>3</b>	<input type="checkbox"/> Public <input type="checkbox"/> RCCI <sup>1</sup> <input type="checkbox"/> Private		<input type="checkbox"/> Existing Site <input type="checkbox"/> New Site
<b>4</b>	<input type="checkbox"/> Public <input type="checkbox"/> RCCI <sup>1</sup> <input type="checkbox"/> Private		<input type="checkbox"/> Existing Site <input type="checkbox"/> New Site

<sup>1</sup> Residential Child Care Institution (RCCI).

<sup>2</sup> **New sites are not currently listed in the Providing Sponsor's online agreement.** For all new sites listed above, the Providing Sponsor must submit a letter to the CSDE stating the site name, address and town, the Child Nutrition Programs being offered (e.g., NSLP, SBP) the age range of students being served and the effective start date. Mail the letter to Cheryl Resha, Education Manager, CSDE, 25 Industrial Park Road Middletown, CT 06457.

**CHECK ALL THAT APPLY:**

- NATIONAL SCHOOL LUNCH PROGRAM  
 SCHOOL BREAKFAST PROGRAM  
 AFTER-SCHOOL SNACK PROGRAM

This agreement between the \_\_\_\_\_ Board of Education (**Providing Sponsor**) and \_\_\_\_\_ (**Recipient Site**) contains all of the terms and conditions agreed to by the parties and may not be changed except by written amendment signed by both parties.

The \_\_\_\_\_ Board of Education (Providing Sponsor) agrees to:

1. Appoint a Providing Sponsor Representative, \_\_\_\_\_ (*insert name of representative*), 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. The Providing Sponsor will record the minutes of the meetings. A copy of the minutes will be kept on file at both sites.
2. Prepare and distribute (*insert type of meal served, i.e., lunches, breakfasts or snacks*) in accordance with specified regulations of the National School Lunch Program, School Breakfast Program and After-School Snack Program.
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. Be responsible for the oversight of procedures of meal accountability, claiming and accepting reimbursements for meals served on behalf of the Recipient Site.
6. Oversee the processing and maintaining of all free and reduced meal applications for the Recipient Site. This 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 health standards. The meals will be delivered wholesome and consumable and will comply with the CT Department of Public Health 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 each school or all children two weeks prior to the month the menu pertains to.
9. Provide utensils, dinnerware and related supplies.
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 in items 12-18 below.
12. The charge for each **full price** student breakfast will be \$ \_\_\_\_\_.
13. The charge for each **reduced-priced** student breakfast will be \$ 30 cents.
14. The charge for each **full priced** student lunch will be \$ \_\_\_\_\_.
15. The charge for each **reduced-priced** student lunch will be \$ 40 cents.
16. The charge for each **adult lunch** will be \$ \_\_\_\_\_.
17. The charge for each **full priced** snack will be \$ \_\_\_\_\_.
18. The charge for each **reduced-priced** snack will be \$ 15 cents.
19. Accept government commodity foods on behalf of the Recipient Site.

## Section 2 – Responsibilities of Recipient Agency

The \_\_\_\_\_ *(insert name of Recipient Site School)* 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 Providing Sponsor to assess issues relating to the Child Nutrition Programs. A record of the meeting will be kept on file at both sites.
2. Comply with all of the Federal and State regulations related to the National School Lunch (Breakfast, After-school Snack) Program as communicated by the Providing Sponsor representative, \_\_\_\_\_ *(insert name of representative)*.
3. Maintain accurate meal counting and claiming records on a daily basis.
4. Provide suitable dining arrangements for the children to participate fully in their meal experiences.

5. Take active responsibility for apprising the Providing Sponsor of any schedule changes, field trips, etc., that may cause a change in meal preparation amounts.
6. Refrain from the sale of any food that is prohibited by the state and federal competitive foods regulations.

This Agreement shall begin on \_\_\_\_\_ (*insert month/day/year*) and shall continue until \_\_\_\_\_ (*insert month/day/year*). Either party may terminate this Agreement with a \_\_\_\_\_ day prior written notice.

### Section 3 – Participation in Healthy Food Certification

By checking this box, the Recipient Site agrees to comply with Healthy Food Certification under Section 10-215f of the Connecticut General Statutes.

If the Recipient Site participates in Healthy Food Certification, all food items sold to students separately from reimbursable school meals must meet the Connecticut Nutrition Standards at all times and from all sources, including but not limited to cafeteria a la carte sales, vending machines, schools stores and fundraisers (see School Foods and Beverages at <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=322416>). Foods that do not meet the Connecticut Nutrition Standards can be sold to students only if the school governing authority of the Recipient Site votes to allow food 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.

Note: The Recipient Site can participate in Healthy Food Certification only if the Providing Sponsor has certified with the CSDE to comply with Healthy Food Certification under Section 10-215f of the Connecticut General Statutes. Only the following recipient sites are eligible: public schools, regional educational service centers, vocational-technical schools, charter schools, interdistrict magnet schools or endowed academies. Private schools or nonprofit organizations are not eligible to participate in Healthy Food Certification.

**The authorized signature of the Recipient Site’s representative (principal or executive director) below indicates that the site agrees to comply with Healthy Food Certification under Section 10-215f of the Connecticut General Statutes. Participation in Healthy Food Certification allows the Providing Sponsor to receive additional state funding for reimbursable lunches served at the Recipient Site.**

\_\_\_\_\_  
*Print Name of Recipient Site’s Representative*

\_\_\_\_\_  
*Title of Recipient Site’s Representative*

\_\_\_\_\_  
*Signature of Recipient Site’s Representative*

\_\_\_\_\_  
*Date*

**Designate a contact person at the Recipient Site for Healthy Food Certification:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: (     )     -     \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

## Section 4 – Signatures of Authorized Representatives

The Interschool 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 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 Authorized Representative (Providing Sponsor)

\_\_\_\_\_

*Print Name of Authorized Representative*

\_\_\_\_\_

*Title of Authorized Representative*

\_\_\_\_\_

*Signature of Authorized Representative*

\_\_\_\_\_

*Date*

### Signature of Principal or Executive Director (Recipient Site)

\_\_\_\_\_

*Print Name of Recipient Site's Representative*

\_\_\_\_\_

*Title of Recipient Site's Representative*

\_\_\_\_\_

*Signature of Recipient Site's Representative*

\_\_\_\_\_

*Date*

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.