

### **BOARD OF EDUCATION MEETING**

Tuesday, July 6, 2021

6:00 p.m. Reorganizational Meeting/Regular Meeting, LLCS Cafeteria

- I. Call to Order Clerk of the Board
  - a. Pledge of Allegiance
  - b. \*Reorganizational Meeting
  - c. \*Minutes of the June 10, 2021 Regular Meeting
  - d. Next Regular Meeting August 12, 2021
- II. Public Participation
- III. Presentations
  - a. Elisha Cohen, School Counselor, Annual Update
- IV. Superintendent's Update
- V. Business Affairs
  - a. \*May 2021 Treasurer Reports
  - b. Comprehensive Budget and Revenue Status Reports
  - c. Warrants
  - d. \*Budget Transfers
- VI. Recommendations for Approval
  - a. \*Policy #3310 Public Access to Records and #6213 Registration and Professional Learning
  - b. \*School Psychologist/CSE Chairperson Agreement with Indian Lake CSD for 2021-2022 School Year
  - c. \*Student Transportation Agreement with True North Schools for the 2021-2022 School Year
  - d. \*Student Transportation Agreement with Tupper Lake CSD for the 2021-2022 School Year
  - e. \*Non-Resident Students for the 2021-2022 School Year
  - f. \*504/CSE Recommendations for Student #s 201907, 202753
  - g. \* Kelsie Adams as Student Council Advisor for 2021-2022 School Year
- VII. General Discussion
  - a. Code of Conduct
- VIII. Policy Readings

- a. 1st Reading Policy #5640 Smoking, Tobacco and Cannabis (Marijuana) Use
- IX. 2<sup>nd</sup> Public Participation
  - I. Executive Session
    - a. To Discuss the Employment History of Two Particular Persons
- II. Adjourn

# 16

## REORGANIZATIONAL MEETING JULY 6, 2021

Call to order by current Board Clerk.

Pledge of Allegiance.

Clerk will have new BOE member take and sign oath of office.

Clerk will request nominations for the position of board president (does not need a second). When the new president has been elected, the president-elect will request nominations for the position of board vice-president.

Following election of officers, the Clerk will have board president and board vicepresident sign oath of office forms. (Clerk will have Superintendent, Treasurer, Deputy Treasurer, Tax Collector, Deputy Tax Collector and herself sign Oath of Office forms as needed following business day.)

### **BOE APPROVAL #1:**

Chief Fiscal Officer	BOE President
District Clerk	Victoria Snide
District Treasurer	Lisa Walker
Deputy District Treasurer	Lynn Zaidan
Tax Collector	Jerome Flanagan
Deputy Tax Collector	Victoria Snide
Claims Auditor	Jerome Flanagan

School Physician/Medical Director/

Director of School Health Services Dr. Russell Rider School Attorney Girvin & Ferlazzo

External Auditor Raymond G. Preusser, CPA, P.C.

Chief Information Officer Elisha Cohen
Alternate Chief Information Officer Noelle Short
Chief Emergency Officer Noelle Short

Central Treasurer-Extra Classroom

Activity Accounts

Supervisor of Attendance
Asbestos (LEA) Designee

Purchasing Agent
Records Management Officer
Records Access Officer

Lisa Walker
Michelle Billings
Eric Hample
Noelle Short
Noelle Short
Lynn Zaidan

Civil Rights Compliance Officers

(#6121) Nicole Curtin
Dignity Act Coordinator Michelle Billings

Chemical Hygiene Officers Nicole Curtin & Eric Hample Liaison for Homeless Children

& Youth Elisha Cohen

Designated Education Official Reviewer of Public Works Contractors Payroll Records Delegation for Sale of School Property (#5250) Official Bank Depository Integrated Pest Management Coordinator Regular Board Meetings

Official Newspaper
Payroll Certifications
Conferences & Workshop
Attendance Approvals
Petty Cash Fund
Check Signatures

Budget Transfers Mileage Rate

Authorization of Investments Tuition

Official Undertakings (Bonds)

BOE Sick Bank Committee Member

Credit Cards & Limits

Designated No Smoking Zone Officials (#5640)

Data Protection Officer Audit Committee (#1330) APPR Lead Evaluator Child Nutrition Program:

Reviewing Official Hearing Official Verification Official Noelle Short

Victoria Snide

Noelle Short

Community Bank, N.A., NYClass

Eric Hample

2<sup>nd</sup> Thursday of each month, unless

otherwise noted

**Hamilton County Express** 

**Noelle Short** 

Noelle Short \$100.00 Lisa Walker Lynn Zaidan

Noelle Short (Extra-Classroom Acct.

only)

BOE approval for over \$5,000

\$.56/mile Victoria Snide

Non-Resident \$1,000/family for 1st child,

\$300 each additional child

Non-Resident Employee - \$100 for 1st child,

\$50 each additional child PreK- 50% of above rates

Tax Collector - \$1,000,000 Treasurer - \$1,000,000 Claims Auditor - \$1,000,000 Business Manager - \$1,000,000 All Other Employees - \$100,000

Alexandria Harris

American Express \$20,000

Exxon Mobil \$400

Eric Hample Noelle Short Noelle Short

Board of Education

Noelle Short

Victoria Snide Noelle Short Victoria Snide Grants in Aid (Federal & State) Applications
Superintendent Conference Approval

Noelle Short

**NYSCOSS Conferences** 

Rural Schools Association Conferences

NYSSBA Conferences BOCES Conferences

NE Council of School Superintendents

Conferences

BOE Members Approved Conferences

Fiscal Oversight Fundamental, Essentials of School Board Governance and

New School Board Member

Academy Workshops

**NYSSBA Conferences** 

Rural Schools Association Conferences

**BOCES Conferences** 

Maximum # of Foreign Exchange Students Enrolled (#7133/7134) Foreign Exchange Tuition (#7133/7134)

Four

\$9,000 Split 50/50 with Host Family

Foreign Exchange Agencies (#7133/7134)

AFS, International Fellowship, Youth for Understanding, Exchange Service International, Educatius, Svetlana Ovcharenko, EduAbroad

### **BOE APPROVAL #2:**

### Committee Designations:

Committee on Special Education - Mandated Members

Parents of the Student

Student, if appropriate

General Education Teacher

Special Education Teacher/Provider - Trevor Sussey, Mara Gaffney

School Psychologist - Olivia Lee

CSE Chairperson - Olivia Lee

School Physician - Dr. Russell Rider\*\*

Additional Parent Member\*\*

### Subcommittee on Special Education - Mandated Members

Parents of the Student

Student, if appropriate

General Education Teacher

Special Education Teacher/Provider - Trevor Sussey, Mara Gaffney

CSE Chairperson – Olivia Lee

School Physician - Dr. Russell Rider\*\*

Additional Parent Member\*\*

## Committee on Pre-School Special Education - Mandated Members

Parents of the Student

Special Education Teacher/Provider – Mara Gaffney

CPSE Chairperson - Olivia Lee

Additional Parent Member\*\*

Representative from Municipality

\*\* Mandated if request is made 72 hours prior to CSE meeting.

## Approved Institutions for Pre-School Special Education Programs

UCP of Utica, Utica

Adirondack ARC, Tupper Lake

Advanced Therapy, Albany

Prospect Center, Queensbury

Children's Development Group, Keeseville

Kelberman Center, Utica

### **BOE APPROVAL #3**

Adoption of all Long Lake Central School District Board of Education Policies.

# 10.

# LONG LAKE CENTRAL SCHOOL DISTRICT DRAFT BOARD MEETING MINUTES

Date:

June 10, 2021

Time:

6:00 p.m.

Type of Meeting:

Regular Meeting

Place:

LLCS Gymnasium

Members Present:

Michael Farrell
Alexandria Harris
Trisha Hosley
Joan Paula
Brian Penrose

Members Absent:

None

Others Present: Noelle Short-Principal/Superintendent, Victoria Snide-Clerk of the Board

Call to Order: The President called the meeting to order at 6:00 p.m. and followed with the Pledge of Allegiance.

**Approved:** On Motion by Alexandria Harris, seconded by Trisha Hosley, with all in favor, the minutes of the May 11, 2021 regular meeting.

Approved: On Motion by Alexandria Harris, seconded by Joan Paula, with all in favor, the minutes of the May 11, 2021 budget hearing.

The next meeting date is Tuesday, July 6, 2021 at 6 p.m.

Public Participation: None

Presentations: None

**Superintendent's Update:** Our **phones were out of service** for almost one week. Frontier Communications resolved the issue today.

The **school-wide field day** is Friday, June 11. Kami Farr is due thanks for organizing a nice event for students.

Chris Sass is releasing the spring concert videos this week.

The whole school was able to watch **chicken's hatch** through a "Chick-Cam" in the 2<sup>nd</sup> grade room, thanks to the partnership of Kristin Delehanty and Stephanie Wells.

Long Lake CSD was one of 20 schools chosen for the North Country Brilliant Pathways program, which is a 3-year partnership to bring **college and career readiness skills** to our district.

Congratulations to senior José Lamos for successfully completing his culminating project to earn the **New York State Seal of Biliteracy in Spanish**.

Our **end of year activities** have been planned and reviewed with Hamilton County Public Health. Activities include: Grades 7-12 awards on 6/14; Grades K-6 awards on 6/24; National Honor Society Induction on 6/18; PreK moving-up ceremony on 6/18; Kindergarten graduation on 6/23; High school graduation on 6/25, FEH BOCES senior showcase for CTE on 6/11, Virtual varsity athletic awards on 6/17; Final exams beginning 6/15; Regents exams; Last day for students 6/24.

Capital project work begins on June 14.

We are still having **septic issues**. Lines to the leach field need to be dug up to determine the problem.

Summer school begins July 6.

Custodians are planning their summer projects.

Looking ahead to next school year, we hope to be back to a **normal arrival and dismissal schedule.** 

We have continued to work with Hamilton County Public Health with **vaccination clinics** at school.

### **Business Affairs:**

**Approved:** On Motion by Michael Farrell, seconded by Alexandria Harris, with all in favor, the April 2021 **Treasurer Reports**.

Comprehensive **Budget and Revenue Status** Reports for the General and Lunch Funds, Warrants #A-21, A-23, and C-10 were reviewed.

### **Recommendations for Approval**

**Approved:** On Motion by Michael Farrell, seconded by Trisha Hosley, with all in favor, the following results of the May 18, 2021 Vote:

2021-2022 Budget Trustee Seat Pass Brian Penrose

**Approved:** On Motion by Alexandria Harris, seconded by Joan Paula, with all in favor, the **School Physician/Medical Director/Director of School Health Services Contract** with Dr. Russell Rider for the 2021-2022 school year.

Approved: On Motion by Alexandria Harris, seconded by Brian Penrose, the **following rates** of pay for the 2021-2022 school year: Tax Collector Jerome Flanagan \$4,179/year; Claims Auditor Jerome Flanagan \$22.65/hour; Board of Education Clerk Victoria Snide \$2,424/year; Part-Time Bus Driver Charles H. Farr \$18.22/hour; Part-Time Bus Driver/Custodian Substitute Anthony Clark \$18.22/hour; Certified Teacher/Certified Nurse Substitute \$110/day; Certified Long Term Substitute, not certified in the area they are teaching, retroactive after working 20 consecutive instructional days in the same position \$140/day; Uncertified Teacher/Uncertified Nurse Substitute \$95/day; Cleaner/Food Service Worker/Office Worker Substitute \$12.50/hour; Fitness Center Attendant \$12.50/hour, ASP Assistant \$12.50/hour. Michael Farrell, Alexandria Harris and Joan Paula approved the Motion. Trisha Hosley and Brian Penrose voted against the Motion.

**Approved:** On Motion by Michael Farrell, seconded by Alexandria Harris, with all in favor, **CSE/504 Recommendation** for student #202755, 202776, 202753, 202204, 202799, 202801, 202309, 202732, and 202720.

**Approved:** On Motion by Michael Farrell, seconded by Alexandria Harris, with all in favor, the **legal retainer with Girvin & Ferlazzo** PC for the 2021-2022 school year.

**Recognized:** On Motion by Alexandria Harris, seconded by Michael Farrell, with all in favor, Emily Stephan as Girls' Varsity Soccer Coach, Benjamin Conboy as Boys' Varsity Soccer Coach, Ray Hoag as Girls' Modified Soccer Coach and Eric McCauliffe as Girls' Varsity Basketball Coach for the 2021-2022 school year.

**Approved:** On Motion by Trisha Hosley, seconded by Brian Penrose, with all in favor, the following **appointments** for the 2021-2022 school year: Hannah Klossner as Athletic Coordinator; Kristin Delehanty as Elementary Soccer Coach; Michele Gannon as Yearbook Advisor and 7-12 Tennis Club Advisor; Carey Pooler as Arts in Education Coordinator; Chris Sass as Technology Coordinator; Michelle Billings as Drama Club Advisor; Josh Tremblay as Minecraft Club Advisor and 10<sup>th</sup> Grade Class Advisor; Sheri Cook-Keller as Fall and Spring Clay Target Club Advisor; Kami Farr as Elementary Basketball Coach; Sean O'Shell as 11<sup>th</sup> Grade Class Advisor; Nicole Curtin as Outing Club Advisor; Lacey Dukett as National Honor Society Advisor; Kathryn Connell as Girls' Modified Basketball Coach and Girls' Varsity Softball Coach; Molly Stewart as 8<sup>th</sup> Grade Class Advisor; Trevor Sussey as 9<sup>th</sup> Grade Class Advisor; Tamara Combs as 7<sup>th</sup> Grade Class Advisor and Green Team Club Advisor; Elisha Cohen (1/2) and Sean O'Shell (1/2) as shared 12<sup>th</sup> Grade Class Advisors.

### General Discussion

Michael Farrell stated that the Salutatorian Speech was very nice.

There was discussion on **filling the School Counselor position** when she goes on maternity leave.

Noelle Short updated the Board on the lack of federal stimulus funds.

**Policy 1st Readings:** A first reading of Policy #3310 Public Access to Records and #6213 Registration and Professional Learning was held.

2nd Public Participation: None

**Executive Session:** On Motion by Alexandria Harris, seconded by Trisha Hosley, with all in favor, to enter Executive Session at 7:19 p.m. to discuss the employment history of two particular persons and to discuss collective negotiations pursuant to Article 14 of the Civil Service Law relating to the following unit: Long Lake Faculty Association.

**Approved:** On Motion by Alexandria Harris, seconded by Michael Farrell, with all in favor, to come out of Executive Session at 8:24 p.m.

**Approved:** On Motion by Michael Farrell, seconded by Trisha Hosley, with all in favor, to approve the **Memorandum of Agreement with the Long Lake Faculty Association** beginning July 1, 2021 through June 30, 2024.

**Adjournment**: On Motion by Trisha Hosley, seconded by Michael Farrell, with all in favor, the Board adjourned at 8:25 p.m.

Clerk of the Board

Victoria J. Snide

### TREASURER'S MONTHLY REPORT FUND: EXTRACURRICULAR ACCT.

For the Period from May 3, 2021 thru May 31, 2021 \$ 8,282.83 Total available balance as reported at the end of preceding period Receipts during the month: (with breakdown of source including full amount of all short-term loans) <u>Date</u> Source 350.00 Deposits May Interest \$ 0.07 **Total Receipts** 350.07 Total receipts, including balance \$ 8,632.90 Disbursements made during the month: By Check-From Check:#1331 163.49 \$0.00 **EFT Transfers** By Debit Charge 163.49 Total amount of checks issued and debit charges 8,469.41 Cash balance as shown by records RECONCILIATION WITH BANK STATEMENT 8,469.41 Balance as given on bank statement, end of month Less outstanding checks See attached Net balance in bank (Should agree with Cash Balance above unless 8,469.41 There are undeposited funds in treasurer's hands) Amount of receipts undeposited (See attached schedules) 8,469.41 Total available balance (must agree with Cash Balance above if there is a true reconciliation) This is to certify that the Received by the Board of Education and entered above cash balance is as a part of the minutes of the Board meeting held in agreement with my bank statement, as reconciled. 20\_\_ ta Walker Treasurer of School District Clerk of the Board of Education

## TREASURER'S MONTHLY REPORT FUND: TRUST & AGENCY

For the Period from May 3, 2021 thru May 31 2021 1,988.98 Total available balance as reported at the end of preceding period Receipts during the month: (with breakdown of source including full amount of all short-term loans) Source 5 | <u>Date</u> **Deposits** May **Total Receipts** \$ 1,988.98 Total receipts, including balance Disbursements made during the month: By Check-from check # **EFT Transfers** 1,000.00 By Debit Charge Total amount of checks issued and debit charges 1,000.00 988.98 Cash balance as shown by records RECONCILIATION WITH BANK STATEMENT 988.98 Balance as given on bank statement, end of month less outstanding checks # See Attached \$ Net balance in bank (Should agree with Cash Balance above unless 988.98 There are undeposited funds in treasurer's hands) Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a 988.98 true reconciliation) This is to certify that the Received by the Board of Education and entered as a part of the minutes of the Board meeting held above cash balance is in agreement with my bank statement, as reconciled. 20 ita walke Treasurer of School District Clerk of the Board of Education

### **FUND: LUNCH FUND** TREASURER'S MONTHLY REPORT For the Period from May 3, 2021 thru May 31, 2021 19,669.89 Total available balance as reported at the end of preceding period Receipts during the month: (with breakdown of source including full amount of all short-term loans) Source <u>Date</u> 20.40 Deposits May 0.13 Interest 20.53 **Total Receipts** \$ 19,690.42 Total receipts, including balance Disbursements made during the month: \$ 3,028.29 By Check-From Check #2328-2333 **EFT Transfers** 5,617.69 8,645.98 Total amount of checks issued and debit charges Cash balance as shown by records 11,044.44 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 11,198.29 153.85 Less outstanding checks see attached Net balance in bank (Should agree with Cash Balance above unless 11,044.44 There are undeposited funds in treasurer's hands) Amount of receipts undeposited Total available balance (must agree with Cash Balance above if there is a true reconciliation) 11,044.44 Received by the Board of Education and entered This is to certify that the

above cash balance is in agreement with my

bank statement, as reconciled.

Treasurer of School District

as a part of the minutes of the Board meeting held

Clerk of the Board of Education

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### TREASURER'S MONTHLY REPORT

Clerk of the Board of Education

**FUND: PAYROLL FUND** 

For the Period from May 3, 2021 thru May 31, 2021 1,000.00 Total available balance as reported at the end of preceding period Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source 102,458.53 Deposits May **Total Receipts** 102,458.53 \$ 103,458.53 Total receipts, including balance Disbursements made during the month: \$ By Check: # 102,458.53 EFT Transfers/Direct Deposit 20902-20982 \$ \$ 102,458.53 Total amount of checks issued and debit charges: 1,000.00 Cash balance as shown by records RECONCILIATION WITH BANK STATEMENT 1,000.00 Balance as given on bank statement, end of month Less Outstanding Checks - See Attached 1.000.00 Net balance in bank (Should agree with Cash Balance above unless There are undeposited funds in treasurer's hands) Amount of receipts undeposited-Total available balance (must agree with Cash Balance above if there is a 1,000.00 true reconciliation) This is to certify that the above cash balance is Received by the Board of Education and entered in agreement with my as a part of the minutes of the Board meeting held bank statement, as reconciled. 20\_ ta Worker Treasurer of School District

### TREASURER'S MONTHLY REPORT **FUND: GENERAL FUND** For Period from May 3, 2021 thru May 31, 2021 40,587.42 Total available balance as reported at the end of preceding period Receipts during the month: (with breakdown of source including full amount of all short-term loans) Source **Date** 319,038.15 Deposits May 0.93 Interest 319,039.08 **Total Receipts** 359,626.50 Total receipts, including balance Disbursements made during the month: \$ 163,368.06 By Check-From Check #16723-16773 148,665.62 **EFT Transfers** \$ 312,033.68 Total amount of checks issued and debit charges 47,592.82 Cash balance as shown by records RECONCILIATION WITH BANK STATEMENT 142,707.69 Balance as given on bank statement, end of month \$ 95,114.87 see attached Less outstanding checks Net balance in bank (Should agree with Cash Balance above unless 47,592.82 there are undeposited funds in treasurer's hands) \$ Amount of receipts undeposited(See attached schedules) 47,592.82 Total available balance (must agree with Cash Balance above if there is a true reconciliation) This is to certify that the above cash balance is Received by the Board of Education and entered in agreement with my as a part of the minutes of the Board meeting held bank statement, as reconciled.

Clerk of the Board of Education

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Treasurer of School District

## TREASURER'S MONTHLY REPORT FUND: SCHOLARSHIP FUND

For the Period from May 3, 2021 thru May 31, 2021 Total available balance as reported at the end of preceding period \$ 3,174.80 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Date Source 3,000.30 May Deposits Interest \$ 0.05 \$ 3,000.35 **Total Receipts** \$ 6,175.15 Total receipts, including balance Disbursements made during the month: By Check-from Check # \$ **EFT Transfers** Total amount of checks issued and debit charges \$ Cash balance as shown by records 6,175.15 RECONCILIATION WITH BANK STATEMENT 6,175.15 Balance as given on bank statement, end of month \$ less outstanding checks \$ see attached Net balance in bank (Should agree with Cash Balance above unless \$ 6,175.15 There are undeposited funds in treasurer's hands) Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a 6,175.15 true reconciliation) This is to certify that the Received by the Board of Education and entered as a part of the minutes of the Board meeting held above cash balance is in agreement with my bank statement, as reconciled. esa Wulker Treasurer of School District Clerk of the Board of Education

## TREASURER'S MONTHLY REPORT FUND: MONEY MARKET ACCOUNT

For the Period from May 3, 2021 thru May 31 2021 Total available balance as reported at the end of preceding period 1,862,980.12 Receipts during the month: (with breakdown of source including full amount of all short-term loans) Source **Date** 39,807.80 Deposits May \$ 29.47 Interest 39,837.27 \$ **Total Receipts** 1,902,817.39 Total receipts, including balance Disbursements made during the month: By Check: 313,420.46 **EFT Transfers** \$ By Debit 313,420.46 Total amount of checks issued and debit charges 1,589,396.93 Cash balance as shown by records RECONCILIATION WITH BANK STATEMENT 1,589,396.93 Balance as given on bank statement, end of month Less outstanding checks Net balance in bank (Should agree with Cash Balance above unless 1,589,396.93 there are undeposited funds in treasurer's hands) \$ Amount of receipts undeposited Total available balance (must agree with Cash Balance above if there is a 1,589,396.93 true reconciliation) This is to certify that the Received by the Board of Education and entered above cash balance is as a part of the minutes of the Board meeting held in agreement with my bank statement, as reconciled. 20\_ esa Walker Treasurer of School District Clerk of the Board of Education

### TREASURER'S MONTHLY REPORT FUND: MONEY MARKET-NY CLASS

For the Period from May 1, 2021 thru May 31, 2021 Total available balance as reported at the end of preceding period \$ 960,652.28 Receipts during the month: (with breakdown of source including full amount of all short-term loans) **Source Date** Deposits May 36.85 Interest 36.85 **Total Receipts** Total receipts, including balance 960,689.13 Disbursements made during the month: By Check: **EFT Transfers** \$ By Debit Total amount of checks issued and debit charges 960,689.13 Cash balance as shown by records RECONCILIATION WITH BANK STATEMENT 960,689.13 Balance as given on bank statement, end of month Less outstanding checks 960,689.13 Net balance in bank (Should agree with Cash Balance above unless there are undeposited funds in treasurer's hands) \$ Amount of receipts undeposited Total available balance (must agree with Cash Balance above if there is a 960,689.13 true reconciliation) This is to certify that the Received by the Board of Education and entered above cash balance is as a part of the minutes of the Board meeting held in agreement with my bank statement, as reconciled. 20\_ Treasurer of School District Clerk of the Board of Education

### **FUND: CAPITAL RESERVE-NY CLASS** TREASURER'S MONTHLY REPORT For the Period from May 1, 2021 thru May 31, 2021 \$ 39,266.58 Total available balance as reported at the end of preceding period Receipts during the month: (with breakdown of source including full amount of all short-term loans) **Source** <u>Date</u> **Deposits** May 1.54 Interest 1.54 **Total Receipts** 39,268.12 Total receipts, including balance Disbursements made during the month: By Check-from check # **EFT Transfers** By Debit Charge Total amount of checks issued and debit charges 39,268.12 Cash balance as shown by records RECONCILIATION WITH BANK STATEMENT 39,268.12 Balance as given on bank statement, end of month less outstanding checks \$ see attached \$ Net balance in bank (Should agree with Cash Balance above unless 39,268.12 There are undeposited funds in treasurer's hands) Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a 39,268.12 true reconciliation) This is to certify that the Received by the Board of Education and entered above cash balance is as a part of the minutes of the Board meeting held

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Clerk of the Board of Education

in agreement with my

bank statement, as reconciled.

Treasurer of School District

<u>TREASURER'S MONTHLY R</u>	EPORI FUND: REPAIR RESERVE-INT C	LAGO	
For the Period from May 1, 20	21 thru May 31, 2021		
Total available balance as rep	orted at the end of preceding period	\$	53,568.53
of all short-term loans) <u>Date</u>	vith breakdown of source including full amount  Source Deposits		-
May	Interest	\$	2.12
	Total Receipts  Total receipts, including balance	<u>\$</u> \$	2.12 53,570.65
Disbursements made during t	By Check-from check # EFT Transfers By Debit Charge	\$	:
Total amount of checks issue  Cash balance as shown by re	ecords	\$	53,570.65
RECONCILIATION WITH BA Balance as given on bank sta less outstanding checks	NK STATEMENT Itement, end of month see attached	\$ \$ \$	53,570.65
Net balance in bank (Should a There are undeposited fun Amount of receipts undeposit		<u>\$</u>	53,570.65
Total available balance (musi true reconcilia	t agree with Cash Balance above if there is a attion)	\$	53,570.65
Received by the Board of Edias a part of the minutes of the	ucation and entered e Board meeting held20	abov in ag	is to certify that the ve cash balance is greement with my k statement, as reconciled.
Clark of the Board of Educati	on	Trea	hete: Walkey asurer of School District

Clerk of the Board of Education

### **FUND: TAX RESERVE-NY CLASS** TREASURER'S MONTHLY REPORT For the Period from May 1, 2021 thru May 31, 2021 \$ 33,808.42 Total available balance as reported at the end of preceding period Receipts during the month: (with breakdown of source including full amount of all short-term loans) <u>Date</u> Source May Deposits 1.28 Interest 1.28 **Total Receipts** Total receipts, including balance 33,809.70 Disbursements made during the month: \$ By Check-from check # **EFT Transfers** By Debit Charge \$ Total amount of checks issued and debit charges Cash balance as shown by records 33,809.70 RECONCILIATION WITH BANK STATEMENT Balance as given on bank statement, end of month 33,809.70 less outstanding checks see attached Net balance in bank (Should agree with Cash Balance above unless 33,809.70 There are undeposited funds in treasurer's hands) Amount of receipts undeposited (See attached schedules) Total available balance (must agree with Cash Balance above if there is a 33,809.70 true reconciliation) This is to certify that the Received by the Board of Education and entered as a part of the minutes of the Board meeting held above cash balance is

Clerk of the Board of Education

in agreement with my

bank statement, as reconciled.

Treasurer of School District

## TREASURER'S MONTHLY REPORT FUND: SCHOLARSHIP FUND-NY CLASS

For the Period from May 1, 2	2021 thru May 31, 2021			
Total available balance as re	eported at the end of pre	eceding period	\$	72,304.89
Receipts during the month: of all short-term loans)	(with breakdown of sou	rce including full amount		
Date	Source			
May	Deposits		\$	-
•	Interest		\$	2.79
	To	tal Receipts	\$	2.79
	To	tal receipts, including balance	\$	72,307,68
Disbursements made during	the month:			
By C	heck-from Check #		\$	-
	EFT Transfers			-
Total amount of checks issu	ed and debit charges		\$	
Cash balance as shown by	records		\$	72,307.68
RECONCILIATION WITH B	ANK STATEMENT			
Balance as given on bank s			\$	72,307.68
less outstanding checks	tatorriority of the or trioritis		\$	•
see	attached		\$	<u>-</u>
Net balance in bank (Should	t agree with Cash Balan	ice above unless		
There are undeposited fu	nds in treasurer's hands	s)	\$	72,307.68
Amount of receipts undepos				
Amount of recorpts and spec		,	-	
Total available balance (mu	st agree with Cash Bala	nce above if there is a		
true reconcil			\$	72,307.68
Received by the Board of E	ducation and entered			is to certify that the
as a part of the minutes of t	he Board meeting held			ve cash balance is
•				greement with my
	20	_	banl	k statement, as reconciled.
				hera Walker
Clerk of the Board of Educa	ition	_	Trea	asurer of School District

## TREASURER'S MONTHLY REPORT FUND: TED ABER SCHOLARSHIP-NY CLASS

For the Period from May 1, 20	21 thru May 31, 2021			
Total available balance as rep	orted at the end of preced	ling period	\$	9,094.76
Receipts during the month: (v of all short-term loans)	vith breakdown of source	including full amount		
<u>Date</u>	Source			
May	Deposits		\$	-
,	Interest		\$	0.31
	Total F	Receipts	\$	0.31
	Total r	eceipts, including balance	\$	9,095.07
Disbursements made during t	he month:			
By Ch	eck-from Check #		\$	-
	EFT Transfers			_
	L. L. Chalanna		•	
Total amount of checks issued	and debit charges		<u>\$</u>	<u> </u>
Cash balance as shown by re	ecords		\$	9,095.07
RECONCILIATION WITH BAI	NK STATEMENT			
Balance as given on bank sta			\$	9,095.07
less outstanding checks	tement, and or month		\$	-
	tached		\$	-
see at	iacricu		-	320
Net balance in bank (Should a	agree with Cash Balance a	above unless		
There are undeposited fund			\$	9,095.07
Amount of receipts undeposite		es)		
, and an expense and pro-		,		-
Total available balance (must	agree with Cash Balance	above if there is a		
true reconcilia			\$	9,095.07
Received by the Board of Edu	ecation and entered		Thie	is to certify that the
as a part of the minutes of the				e cash balance is
as a part of the minutes of the	Board meeting netd			reement with my
	20		_	statement, as reconciled.
				1 20 Va-
Olada state a Daniel at Malacasta	-		Troo	surer of School District
Clerk of the Board of Education	אנ		Hea	suier or action district

TREASURER'S MONTHLY F	REPORT	FUND: COURTNEY SCHOLARSH	IP-NY CI	<u>LASS</u>
For the Period from May 1, 20	021 thru May 31	, 2021		
Total available balance as rep	ported at the end	of preceding period	\$	2,080.62
of all short-term loans)		of source including full amount		
Date	Source		æ	
May	Deposits		\$ \$	0.04
	Interest		a_	0.04
		Total Receipts	\$	0.04
		Total receipts, including balance	\$	2,080.66
Disbursements made during	the month:			
By Ch	eck-from Check	#	\$	-
2, 3.	EFT Tran			-
				- (2)
Total amount of checks issue	d and debit char	ges	\$	
Cash balance as shown by r	ecords		\$	2,080.66
RECONCILIATION WITH BA	NK STATEMEN	I		
Balance as given on bank sta			\$	2,080.66
less outstanding checks			\$	-
see a	ttached		\$	<u>-</u>
Net balance in bank (Should	agree with Cash	Balance above unless		
There are undeposited fun			\$	2,080.66
Amount of receipts undeposit				
•				•
Total available balance (mus	t agree with Cas	h Balance above if there is a		
true reconcilia			\$	2,080.66
Received by the Board of Ed	ucation and ente	red	This	is to certify that the
as a part of the minutes of th	e Board meeting	held	abov	e cash balance is
<b>F</b>				reement with my
	20		bank	statement, as reconciled.
				ida li la le la

Clerk of the Board of Education

Treasurer of School District

# TREASURER'S MONTHLY REPORT FUND: VARTULI SCHOLARSHIP-NY CLASS

107.0				
For the Period from May	1, 2021 thru May 31, 2021			
Total available balance	as reported at the end of pre	ceding period	\$	6,774.76
of all short-term loans)		ce including full amount		
<u>Date</u>	<u>Source</u>			
May	Deposits		\$	-
·	Interest		\$	0.30
	Tot	al Receipts	\$	0.30
		322	\$	6,775.06
	IOI	al receipts, including balance	Φ	0,775,00
Disbursements made d	uring the month: By Check-from Check # EFT Transfers		\$	-
			30	<u>- 708</u> 0
Total amount of checks	issued and debit charges		\$	<u>-</u> -1
Cash balance as show	n by records		\$	6,775.06
less outstanding check	nk statement, end of month		\$ \$ \$	6,775.06 -
There are undeposite	nould agree with Cash Balan ed funds in treasurer's hands eposited (See attached sche	)	\$	6,775.06
	(must agree with Cash Bala onciliation)	nce above if there is a	\$	6,775.06
				:_ 4
Received by the Board	of Education and entered			is to certify that the
as a part of the minutes	of the Board meeting held			e cash balance is
				reement with my
	20	-	bank	statement, as reconciled.
			ī	
				heter lealker
Clark of the Board of E	ducation	-	Treas	surer of School District

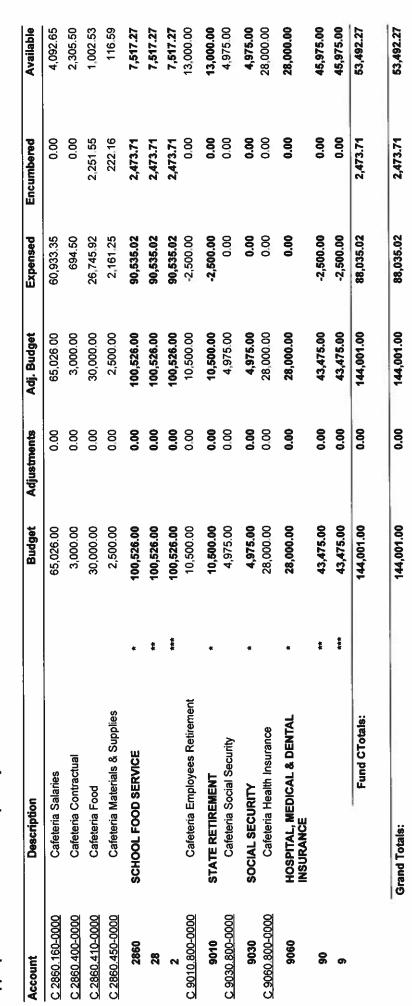
TREASURER'S MONTHLY REPO	ORT	FUND: BUS RESERVE-NY CLAS	i <u>s</u>		
For the Period from May 1, 2021 t	hru May 31, 2	021			
Total available balance as reporte	d at the end o	f preceding period	\$	56,234.01	
Receipts during the month: (with of all short-term loans)	breakdown of	source including full amount			
<u>Date</u>	Source				
May	Deposits		•	- 0.47	
	Interest		\$	2.17	
		Total Receipts	\$	2.17	
		Total receipts, including balance	\$	56,236.18	
Disbursements made during the n	nonth.				
Dispuisements made during the h		rom check #	\$	-	
	EFT Transf		·	•	
	By Debit Ch				
Total amount of checks issued an	•	_	\$		
Cash balance as shown by record	ds		\$	56,236.18	
RECONCILIATION WITH BANK	STATEMENT				
Balance as given on bank stateme	ent, end of mo	onth	\$	56,236.18	
less outstanding checks			_		
_	see attache	ed	\$	-	
			\$		
Net balance in bank (Should agre	e with Cash E	Salance above unless			
There are undeposited funds in	treasurer's h	ands)	\$	56,236.1 <u>8</u>	
Amount of receipts undeposited (					
Total available balance (must agr	ee with Cash	Balance above if there is a			
true reconciliation		erenginer wire is in it that we see an	\$	56,236.18	
Received by the Board of Educati	ion and entere	ed.	This i	is to certify that the	
as a part of the minutes of the Bo	ard meeting h	neld		e cash balance is	
as a part of the fillinger of the as				4 111	

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Clerk of the Board of Education

in agreement with my bank statement, as reconciled.

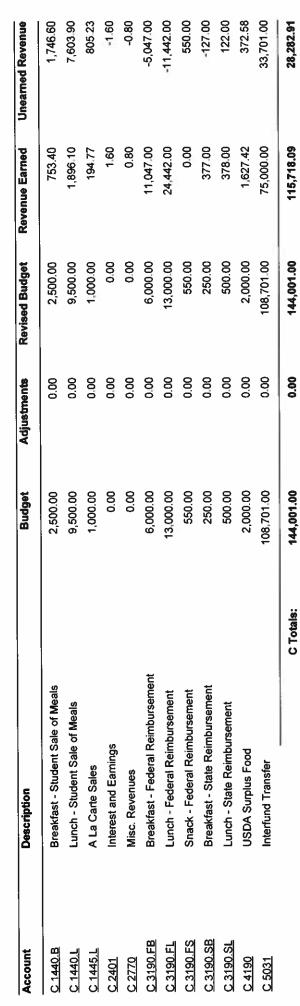
Appropriation Status Detail Report By Function From 7/1/2020 To 6/30/2021



vb







28,282.91

115,718.09

144,001.00

0.00

144,001.00

**Grand Totals:** 



11





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Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
A 1001	Real Property Taxes	3,058,711.89	00:0	3,058,711.89	3,058,712.24	-0.35
A 1081	Other Payments in Lieu of Taxes	00.0	0.00	00:00	10,501.40	-10,501.40
A 1085	School Tax Relief Reimb (STAR)	30,288.11	0.00	30,288.11	30,288.11	00:00
A 1090	Penalty on Taxes	3,000.00	0.00	3,000.00	3,265.36	-265.36
A 1310	Day School Tuition	4,600.00	0.00	4,600.00	4,850.00	-250.00
A 1335	Other Student Fees/Charges	1,000.00	0.00	1,000.00	0.00	1,000.00
A 2401	Interest on Earnings	15,000.00	00:00	15,000.00	1,154.00	13,846.00
A 2650	Sale of Excess Materials	00:0	0.00	0.00	3,300.00	-3,300.00
A 2701	Refunds of Prior Years Expenditures	00:00	00:00	0.00	24,854.09	-24,854.09
A 2770	Other Unclassified Revenues	00:00	00:00	0.00	4.01	4.01
A 3101 A	General Aid	480,000.00	0.00	480,000.00	370,199.43	109,800.57
A 3101 B	Excess Cost Aid	00:0	00:00	0.00	34,619.10	-34,619.10
A 3102	VI T lottery Aid	0.00	0.00	0.00	25,012.70	-25,012.70
A 3103	BOCES Aid	55,000.00	0.00	55,000.00	12,583.43	42,416.57
A 3260	Toytook Aid	4,000.00	0.00	4,000.00	2,971.00	1,029.00
A 3262	Computer Software Aid	0.00	0.00	0.00	884.00	-884.00
A 3263	Library Material Aid	0.00	0.00	0.00	293.00	-293.00
A 3263	Small Government Assistance	00.0	0.00	0.00	158,956.00	-158,956.00
A 4601	Medicald Assistance, HRSS	4,000.00	00.0	4,000.00	9,611.21	-5,611.21
	A Totals:	3,655,600.00	00.0	3,655,600.00	3,752,059.08	-96,459.08
	Grand Totals:	3,655,600.00	0.00	3,655,600.00	3,752,059.08	-96,459.08





Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010 400-0000	BOE Contractual Expense	8,000.00	0.00	8,000.00	200.00	00:0	7,800.00
A 1010.450-0000	<b>BOE Materials and Supplies</b>	2,800.00	0.00	2,800.00	755.63	0.00	2,044.37
A 1010,490-0000	BOE BOCES Services	7,500.00	00:00	7,500.00	6,657.18	0.00	842.82
1010	BOARD OF EDUCATION	18,300.00	0.00	18,300.00	7,612.81	0.00	10,687.19
A 1040.160-0000	BOE District Clerk Salaries	2,353.00	0.00	2,353.00	2,353.00	0.00	0.00
A 1040.400-0000	BOE District Clerk Contractual	4,000.00	0.00	4,000.00	2,652.88	0.00	1,347.12
1040	DISTRICT CLERK	* 6,353.00	0.00	6,353.00	5,005.88	0.00	1,347.12
9		** 24,653.00	0.00	24,653.00	12,618.69	0.00	12,034.31
A 1240.160-0000	Support Staff Salaries	125,597.00	9,350.00	134,947.00	134,926.89	0.00	20.11
A 1240.200-0000	Central Admin Equipment	2,000.00	00:00	2,000.00	1,923.25	00:00	76.75
A 1240.400-0000	Central Admin Contractual	13,680.00	340.00	14,020.00	11,636.85	0.00	2,383.15
A 1240.450-0000	Central Admin Materials & Supplies	2,500.00	00:0	2,500.00	1,216.29	52.00	1,231.71
1240	CHIEF SCHOOL ADMINISTRATOR	* 143,777.00	9,690.00	153,467.00	149,703.28	52.00	3,711.72
12		143,777.00	9,690.00	153,467.00	149,703.28	52.00	3,711.72
A 1310.160-0000	Finance Business Admin Salaries	89,819.00	0.00	89,819.00	89,801.92	0.00	17.08
A 1310.490-0000	Finance BOCES Services	23,500.00	-1,900.00	21,600.00	17,897.80	0.00	3,702.20
1310	BUSINESS ADMINISTRATION	113,319.00	-1,900.00	111,419.00	107,699.72	00:0	3,719.28
A 1320,160-0000	Finance Auditing Salaries	550.00	0.00	550.00	208.97	00:00	341.03
A 1320.400-0000	Finance Auditor Contractual	6,000.00	7,900.00	16,900.00	12,100.00	0.00	4,800.00
1320	AUDITING	* 9,550.00	7,900.00	17,450.00	12,308.97	0.00	5,141.03
A 1325 160-0000	Finance District Treasurer	20,967.00	0.00	20,967.00	20,950.16	0.00	16.84
A 1325 450-0000	Finance District Treasurer Supplies	250.00	00.00	250.00	14.25	0.00	235.75
1325	TREASURER	21,217.00	0.00	21,217.00	20,964.41	0.00	252.59
A 1330 160-0000	Finance Tax Collector Salary	4,057.00	00.0	4,057.00	4,057.00	0.00	00.00
A 1330.400-0000	Finance Tax Collector Contractual	1,500.00	0.00	1,500.00	1,388.46	0.00	111.54
A 1330.450-0000	Finance Tax Collector Materials & Supplies	100.00	0.00	100.00	0.00	0.00	100.00
1330	TAX COLLECTOR	* 5,657.00	0.00	5,657.00	5,445.46	0.00	211.54
13		** 149,743.00	6,000.00	155,743.00	146,418.56	0.00	9,324.44
A 1420.400-0000	Legal Contractual	14,000.00	-6,000.00	8,000.00	6,288.00	0.00	1,712.00
1420	LEGAL	14,000.00	-6,000.00	8,000.00	6,288.00	0.00	1,712.00
A 1430,490-0000	Personnel - BOCES Services	1,950.00	0.00	1,950.00	1,470.14	0.00	479.86
1430	PERSONNEL	1,950.00	0.00	1,950.00	1,470.14	0.00	479.86
A 1480 400-0000	Public Info Contractual	250.00	0.00	250.00	00.87	0.00	1/1.00

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1480.450-0000	Public Info/Printing Charges		1,000.00	00:00	1,000.00	266.00	00.0	434.00
1480	PUBLIC INFORMATON & SERVICES	*	1,250.00	0.00	1,250.00	645.00	0.00	605.00
4		1	17,200.00	-6,000.00	11,200.00	8,403.14	0.00	2,796.86
A 1620.160-0000	Central Services Support Staff Salaries		100,712.00	-9,350.00	91,362.00	90,991.26	0.00	370.74
A 1620.200-0000	Central Services Equipment		1,000.00	00.0	1,000.00	0.00	0.00	1,000.00
A 1620.400-0000	Central Services Contractual		65,250.00	-5,100.00	60,150.00	54.017.89	3,335.20	2,796.91
A 1620.410-0000	Central Services Fuel Oil		85,000.00	0.00	85,000.00	45,931.48	00:00	39,068.52
A 1620.420-0000	Central Services Television		1,800.00	0.00	1,800.00	1,782.89	0.00	17.11
A 1620,430-0000	Central Services Electricity		27,000.00	-7,500.00	19,500.00	19,376,71	00:00	123.29
A 1620.440-0000	Central Services Water Rent		1,000.00	0.00	1,000.00	1,000.00	0.00	0.00
A 1620.450-0000	Central Services Materials & Supplies		21,500.00	77.88	21,577.88	14,052.72	4,012.03	3,513.13
A 1620.451-0000	Custodial Supplies - COVID		0.00	12,600.00	12,600.00	12,585.68	0.00	14.32
A 1620.460-0000	Central Services Telephone		00'000'6	0.00	9,000.00	7,001.06	0.00	1,998.94
A 1620 480-0000	Central Services LP Gas		100.00	0.00	100.00	17.15	0.00	82.85
A 1620.490-0000	Central Services BOCES		1,000.00	00.0	1,000.00	639.00	0.00	361.00
1620	OPERATION OF PLANT	•	313,362.00	-9,272.12	304,089.88	247,395.84	7,347.23	49,346.81
A 1621.160-0000	Mainten Support Staff Salaries		15,451.00	00:00	15,451.00	14,621,36	0.00	829.64
A 1621,400-0000	Maintenance Contractual Exp		17,500.00	00.00	17,500.00	2,066.00	3,051.00	12,383.00
1621	MAINTENANCE OF PLANT	*	32,951.00	0.00	32,951.00	16,687.36	3,051.00	13,212.64
A 1670 400-0000	Contractual		825.00	00'0	825.00	811.80	0.00	13.20
A 1670.450-0000	Postage		3,200.00	00'0	3,200.00	2,193.15	0.00	1,006.85
A 1670 490-0000	Printing - BOCES Services		2,000.00	00.00	2,000.00	239.37	0.00	1,760.63
1670	CENTRAL PRINTING & MAILING	*	6,025.00	0.00	6,025.00	3,244.32	0.00	2,780.68
A 1680 490-0000	Central DP - BOCES Services		38,000.00	0.00	38,000.00	31,533.00	00'0	6,467.00
1680	CENTRAL DATA PROCESSING	*	38,000.00	0.00	38,000.00	31,533.00	0.00	6,467.00
16		ŧ	390,338.00	-9,272.12	381,065.88	298,860.52	10,398.23	71,807.13
A 1910.400-0000	Unallocated Insurance		1,000.00	0.00	1,000.00	735.66	0.00	264.34
1910	UNALLOCATED INSURANCE	*	1,000.00	0.00	1,000.00	735.66	0.00	264.34
A 1920.400-0000	School Association Dues		4,650.00	0.00	4,650.00	3,720.00	0.00	930.00
1920	SCHOOL ASSOCIATION DUES		4,650.00	0.00	4,650.00	3,720.00	0.00	930.00
A 1981 490-0000	<b>BOCES Administrative Costs</b>		17,000.00	0.00	17,000.00	15,275.70	0.00	1,724.30
1981	<b>BOCES ADMINISTRATIVE COSTS</b>	*	17,000.00	0.00	17,000.00	15,275.70	0.00	1,724.30
A 1983.490-0000	BOCES Capital Expenses		100.00	0.00	100.00	49,057.50	0.00	-48,957.50
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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumpered	Available
1983	BOCES CAPITAL EXPENSE	100.00	0.00	100.00	49,057.50	0.00	-48,957.50
19		** 22,750.00	0.00	22,750.00	68,788.86	0.00	-46,038.86
-		748,461.00	417.88	748,878.88	684,793.05	10,450.23	53,635.60
A 2020.150-0000	Supervision Instructional	25,000.00	0.00	25,000.00	25,000.00	0:00	0.00
2020	SUPERVISION - REGULAR SCHOOL	* 25,000.00	0.00	25,000.00	25,000.00	00.00	0.00
A 2070.150-0000	Instructional Salaries	16,720.00	0.00	16,720.00	12,271.00	0.00	4,449.00
A 2070.490-0000	Inservices - BOCES Services	20,000.00	00.00	20,000.00	10,676.60	0.00	9,323.40
2070	INSERVICE TRAINING - INSTRUCTION	* 36,720.00	0.00	36,720.00	22,947.60	0.00	13,772.40
20		** 61,720.00	0.00	61,720.00	47,947.60	0.00	13,772.40
A 2110.120-0000	Teaching K-6 Salaries	487,932.00	0.00	487,932.00	461,718.00	0.00	26,214.00
A 2110.130-0000	Teaching 7-12 Salaries	468,162.00	0.00	468,162.00	423,234.10	0.00	44,927.90
A 2110.140-0000	Substitute Teachers	18,000.00	00:00	18,000.00	17,882.50	0.00	117.50
A 2110.160-0000	Support Staff Salaries	41,327.00	10,260.00	51,587.00	51,586.08	0.00	0.92
A 2110.170-0000	Payment in Lieu of Health Insurance	14,000.00	6,750.00	20,750.00	20,750.00	0.00	00:00
A 2110.180-0000	Leave Sellback	0.00	0.00	0.00	0.00	0.00	0.00
A 2110.200-0000	Teaching Equipment	7,000.00	-1,850.00	5,150.00	3,250.00	0.00	1,900.00
A 2110,400-0000	Teaching Contractual	16,726.00	0.00	16,726.00	10,907.84	0.00	5,818.16
A 2110.410-0000	Field Trips	21,000.00	00:0	21,000.00	331.00	0.00	20,669.00
A 2110.411-0000	Conference Attendance	10,500.00	00.00	10,500.00	2,174.20	79.00	8,246.80
A 2110.412-0000	Mileage Reimbursement	2,500.00	00.0	2,500.00	00.0	0.00	2,500.00
A 2110,413-0000	Arts in Education	3,000.00	00:00	3,000.00	00.00	0.00	3,000.00
A 2110.450-0000	Teaching Materials & Supplies	00.000,6	-150.00	8,850.00	3,614.02	00'0	5,235.98
A 2110,451-0000	Elementary - Grade 1	2,075.00	00.0	2,075.00	1,631.01	53.99	390.00
A 2110.451-1000	Summer School	00.06	00.00	00.06	0.00	00:00	00:06
A 2110 451-2000	Art Program	2,725.00	838.24	3,563.24	3,156.11	398.40	8.73
A 2110 451-4000	Teachers Assistant-Dukett	250.00	00:00	250.00	242.08	0.00	7.92
A 2110.451-5000	English	325.00	00.00	325.00	272.64	0.00	52.36
A 2110.451-6000	Spanish	0.00	160.00	160.00	145.13	0.00	14.87
A 2110.451-8000	Health Education	260.00	0.00	260.00	136.54	0.00	123.46
A 2110.451-9000	Math	800.00	0.00	800.00	795.02	0.00	4.98
A 2110.452-1000	Elementary - Gaffney/SPED	255.00	00:00	255.00	0.00	0.00	255.00
A 2110.452-2000	Music	1,000.00	0.00	1,000.00	322.99	144.94	532.07
A 2110.452-3000	Phys Ed	1,628.00	0.00	1,628.00	1,482.21	0.00	145.79



Appropriation Status Detail Report By Function From 7/1/2020 To 6/30/2021

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumpered	Available
A 2110.452-4000	Science	1,195.00	0.00	1,195.00	713.25	0.00	481.75
A 2110.452-5000	Social Studies	300.00	00.00	300.00	179.76	0.00	120.24
A 2110.452-6000	Technology	1,700.00	0.00	1,700.00	1,059.51	00:0	640.49
A 2110.452-7000	Elementary - PreK/Teaching Assistant	900.00	0.00	00.006	799.98	0.00	100.02
A 2110,452-9000	Teachers Aide Supplies-Kilpatrick	250.00	10.00	260.00	257.16	0.00	2.84
A 2110.453-0000	Elementary - Connell	405.00	0.00	405.00	210.32	0.00	194.68
A 2110.454-0000	Elementary - Grade 2	00.006	0.00	900:00	802.91	00:0	60'26
A 2110.455-0000	Elementary - Grade 3/4	1,250.00	00.0	1,250.00	354.71	00'0	895.29
A 2110.456-0000	Elementary - Grade 5/6	625.00	00:00	625.00	47.98	00'0	577.02
A 2110.458-0000	Elementary - Grade K	1,015.00	38.43	1,053.43	1,044.54	0.00	8.89
A 2110.459-1000	Ace Committee	1,500.00	0.00	1,500.00	1,000.00	00'0	500.00
A 2110.459-2000	STEM	1,000.00	0.00	1,000.00	563.28	00.00	436.72
A 2110.480-0000	Teaching Textbooks	11,500.00	-160.00	11,340.00	1,513.85	0.00	9,826.15
A 2110.490-0000	Teaching BOCES	10,000.00	00.00	10,000.00	6,892,62	0.00	3,107.38
2110	TEACHING - REGULAR SCHOOL *	1,141,095.00	15,896.67	1,156,991.67	1,019,071.34	676.33	137,244.00
24	1	1,141,095.00	15,896.67	1,156,991.67	1,019,071.34	676.33	137,244.00
A 2250.150-0000	Instructional Salaries	90,540.00	00.00	90,540,00	46,804.00	00.00	43,736.00
A 2250.160-0000	Non Instructional Salaries	34,772.00	-10,260.00	24,512.00	24,472.15	00.0	39.85
A 2250 400-0000	Students w/Disab Contractual	4,500.00	0.00	4,500.00	0.03	0.00	4,499.97
A 2250.450-0000	Special Ed Materials & Supplies	675.00	00.0	675.00	00.00	0.00	675.00
A 2250 470-0000	Special Tuition	2,500.00	00.00	2,500.00	00.00	00:00	2,500.00
A 2250.490-0000	BOCES Services	91,000.00	00.0	91,000.00	27,081.60	0.00	63,918.40
2250	PROGRAM FOR STUDENTS WIDISABILITIES SCHOOL AGE - SCHOOL YEAR	223,987.00	-10,260.00	213,727.00	98,357.78	0.00	115,369.22
A 2280.490-0000	BOCES Services	35,000.00	00'0	35,000.00	17,858.70	0.00	17,141.30
2280	OCCUPATIONAL EDUCATION (GRADES 9- * 12)	35,000.00	0.00	35,000.00	17,858.70	0.00	17,141.30
22	*	258,987.00	-10,260.00	248,727.00	116,216.48	0.00	132,510.52
A 2330.150-0000	Adult Education Salary	11,350.00	00'0	11,350.00	141.60	00'0	11,208.40
A 2330,151-0000	Special Schools Salary	20,160.00	00.00	20,160.00	80.00	00.00	20,080.00
A 2330.400-0000	Special Schools Contractual	3,600.00	00'0	3,600.00	00'0	00'0	3,600.00
A 2330.450-0000	Special Schools Materials & Supplies	200.00	00.00	200.00	0.00	00.0	500.00
2330	TEACHING - SPECIAL SCHOOLS *	35,610.00	0.00	35,610.00	221.60	0.00	35,388.40
06/22/2021 08:38 AM						24	Page 4/7



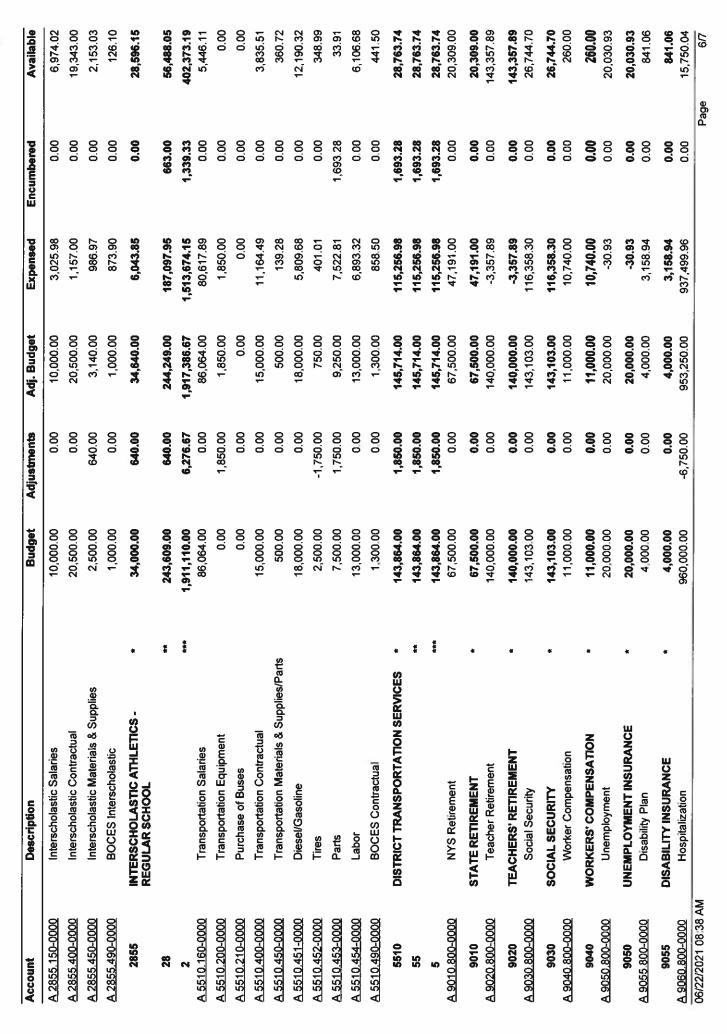
Appropriation Status Detail Report By Function From 7/1/2020 To 6/30/2021

Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
23	44	35,610.00	0.00	35,610.00	221.60	0.00	35,388.40
A 2610.150-0000	Library Salaries	54,058.00	0.00	54,058.00	53,967.90	0.00	90.10
A 2610.450-0000	Library Materials & Supplies	1,235.00	-173.00	1,062.00	418.78	0.00	643.22
A 2610.460-0000	Library Books/Magazines/Subscriptions	3,546.00	173.00	3,719.00	3,698.63	00:0	20.37
A 2610.490-0000	Library BOCES Services	8,750.00	0.00	8,750.00	7,525.80	0.00	1,224.20
2610	SCHOOL LIBRARY & AUDIOVISUAL *	67,589.00	0.00	67,589.00	65,611.11	0.00	1,977.89
A 2630.220-0000	Computer Hardware	21,000.00	0.00	21,000.00	13,902.16	0.00	7,097.84
A 2630,450-0000	Computer Materials & Supplies	1,000.00	0.00	1,000.00	977.54	0.00	22.46
A 2630,460-0000	Computer Software	7,000.00	00:0	7,000.00	4,231.92	0.00	2,768.08
A 2630.490-0000	Computer BOCES	73,500.00	0.00	73,500.00	58,396.45	0.00	15,103.55
2630	COMPUTER ASSISTED INSTRUCTION *	102,500.00	0.00	102,500.00	77,508.07	0.00	24,991.93
26	#	170,089.00	0.00	170,089.00	143,119.18	0.00	26,969.82
A 2805.160-0000	Attendance	4,500.00	00.0	4,500.00	4,500.00	00:00	0.00
2805	ATTENDANCE - REGULAR SCHOOL *	4,500.00	0.00	4,500.00	4,500.00	0.00	0.00
A 2810.150-0000	Guidance Instructional Salaries	63,815.00	00:00	63,815.00	63,809.94	0.00	90.9
A 2810.450-0000	Guidance Materials & Supplies	925.00	00.00	925.00	421.75	00.00	503.25
A 2810.451-0000	Guidance Testing and Materials	950.00	00.00	950.00	67.00	663.00	220.00
2810	GUIDANCE - REGULAR SCHOOL *	65,690.00	0.00	65,690.00	64,298.69	663.00	728.31
A 2815.160-0000	Support Staff Salaries	34,629.00	00:00	34,629.00	33,293.45	0.00	1,335.55
A 2815 400-0000	Health Contractual	6,500.00	00:00	6,500.00	6,000.00	0.00	200.00
A 2815 450-0000	Health Materials & Supplies	2,500.00	00:00	2,500.00	1,975.53	0.00	524.47
2815	HEALTH SERVICES - REGULAR SCHOOL	43,629.00	0.00	43,629.00	41,268.98	0.00	2,360.02
A 2820 400-0000	Psychologist Contractual	45,000.00	00:00	45,000.00	41,153.00	00:00	3,847.00
A 2820.450-0000	Psychologist Materials & Supplies	1,500.00	0.00	1,500.00	1,175.09	00:00	324.91
A 2820.490-0000	BOCES Psychologist	11,500.00	00.00	11,500.00	9,858.00	0.00	1,642.00
2820	PSYCHOLOGICAL SERVICES - REGULAR * SCHOOL	58,000.00	0.00	58,000.00	52,186.09	0.00	5,813.91
A 2825.400-0000	Contractual	6,700.00	0.00	6,700.00	5,450.00	0.00	1,250.00
2825	SOCIAL WORK SERVICES - REGULAR SCHOOL	6,700.00	0.00	6,700.00	5,450.00	0.00	1,250.00
A 2850.150-0000	Co-curricular Salaries	30,090.00	00.00	30,090.00	13,350.34	0.00	16,739.66
A 2850.450-0000	Co-curricular Materials & Supplies	1,000.00	00.00	1,000.00	00.0	00'0	1,000.00
2850	CO-CURRICULAR ACTIVITIES - REGULAR * SCHOOL	31,090.00	0.00	31,090.00	13,350.34	0.00	17,739.66

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumpered	Available
0906	HOSPITAL, MEDICAL & DENTAL INSURANCE		960,000.00	-6,750.00	953,250.00	937,499.96	0.00	15,750.04
8		ŧ	1,345,603.00	-6,750.00	1,338,853.00	1,111,559.38	0.00	227,293.62
A 9731,600-0000	Bond Anticipation Notes - Principal		50,000.00	0.00	90'000'09	0.00	0.00	50,000.00
A 9731.700-0000	Bond Anticipation Notes - Interest		73,125.00	00:00	73,125.00	00.00	0.00	73,125.00
9731		*	123,125.00	0.00	123,125.00	0.00	0.00	123,125.00
26		‡	123,125.00	0.00	123,125.00	0.00	0.00	123,125.00
A 9901,930-0000	Transfer to School Food Svc Fund		108,701.00	0.00	108,701,00	75,000.00	0.00	33,701.00
9901	TRANSFERS TO FUNDS	*	108,701.00	0.00	108,701.00	75,000.00	0.00	33,701.00
A 9950.900-0000	Transfer to Capital Fund		00.00	00'0	00:00	57,932.50	0.00	-57,932.50
9950	TRANSFER TO CAPITAL FUNDS	*	0.00	0.00	0.00	57,932.50	0.00	-57,932.50
66		ı	108,701.00	0.00	108,701.00	132,932.50	0.00	-24,231.50
<b>o</b>		I	1,577,429.00	-6,750.00	1,570,679.00	1,244,491.88	0.00	326,187.12
	Fund ATotals:		4,380,864.00	1,794.55	4,382,658.55	3,558,216.06	13,482.84	810,959.65
	Grand Totals:		4,380,864.00	1,794.55	4,382,658.55	3,558,216.06	13,482.84	810,959.65

### **LONG LAKE CSD**





### Check Warrant Report For CM - 4: SCHOLARSHIP JUNE 2021 For Dates 6/1/2021 - 6/30/2021

Check #	Check Date	Vendor ID Vendor Name	Check Description	PO Number	Check Amount
1416	06/18/2021	4777 JOSE LAMOS	SALUTATORIAN SCHOLARSHIP		500.00
1417	06/18/2021	4777 JOSE LAMOS	JOE LEBLANC MEMORIAL FUND		100.00
1418	06/18/2021	4777 JOSE LAMOS	HIGHEST AVERAGE AWARD IN MATH, ENGLISH, SOCIAL STUDIES, SCIENCE, BOYS PE		250.00
1419	06/18/2021	4777 JOSE LAMOS	AWARD FOR EXCELLENCE IN SPANISH AND ART		100.00
1420	06/18/2021	4658 ANDREW ARSENAULT	AWARD FOR EXCELLENCE IN TECHNOLOGY		50.00
1421	06/18/2021	4777 JOSE LAMOS	KATZ FAMILY AWARD FOR ART	<u> </u>	500.00
1422	06/18/2021	4658 ANDREW ARSENAULT	STEWART'S SHOPS GOOD CITIZEN AWARD		250.00
1423	06/18/2021	4658 ANDREW ARSENAULT	MOOSE PONDS HUNTING & FISHING CLUB		200.00
1424	06/18/2021	4777 JOSE LAMOS	DEERLAND PROPERTY SERVICES AWARD		100.00
1425	06/18/2021	4777 JOSE LAMOS	COMMUNITY BANK AWARD		200.00
1426	06/18/2021	4777 JOSE LAMOS	DR. DONALD CARLISLE STUDENT GRIT SCHOLARSHIP		150.00
1427	06/18/2021	4658 ANDREW ARSENAULT	DR. DONALD CARLISLE STUDENT GRIT SCHOLARSHIP		150.00
Number o	f Transactions: 1	2		Warrant Total:	2,550.00
				Vendor Portion:	2,550.00

### **Certification of Warrant**

Date

usines Manager

## **LONG LAKE CSD**

Bud	lget Transfer Sched	dule Re	Budget Transfer Schedule Report For A - 4: Budget Transfer			•	
Ref	Ref Number Account	Date	Date Budget Transfer Description Account Description	Detail Description	Approval Status	Transfer Out	Transfer in
121	7/90	122/2021	06/22/2021 END OF YEAR TRANSFERS - NEW AUDITOR BILLING CHANGE	LLING CHANGE	Not Required		
	A 1310.490-0000	Finan	Finance BOCES Services			1,900.00	
	A 1320.400-0000	Finan	Finance Auditor Contractual				7,900.00
	A 1420.400-0000	Legal	Legal Contractual			6,000.00	
128	790	06/22/2021	END OF YEAR TRANSFERS - CHANGE II	N CONTRACTS & PERSONNEL	Not Required		
	A 1240.160-0000 A 1620.160-0000	Supp	Support Staff Salaries Central Services Support Staff Salaries			9,350.00	9,350.00
129		06/22/2021	END OF YEAR TRANSFERS - TO COVER	COVID EXPENSES	Not Required		

	10,260.00			6.750.00
		10,260.00		
Not Required			Not Required	
130 06/22/2021 END OF YEAR TRANSFERS - CORRECTION TO CODING OF H. KILPATRICK SALARY	A 2110.160-0000 Support Staff Salaries	A 2250.160-0000 Non Instructional Salaries	131 06/22/2021 END OF YEAR TRANSFERS - MORE HEALTH INSURANCE BUYOUTS INSTEAD OF INSURANCE	A 0440 470 0000 Bournage in Living of Bookh Incursoon
¥			+	

12,600.00

5,100.00 7,500.00

Central Services Contractual

Custodial Supplies - COVID Central Services Electricity

A 1620.430-0000

A 1620.400-0000

A 1620.451-0000

	100.00	
		100.00
Not Required		
06/22/2021 END OF YEAR TRANSFERS - SPANISH SUPPLIES BUDGETED IN TEXTBOOKS	Spanish	Teaching Textbooks
06/22/20	A 2110.451-6000 S	A 2110.480-0000 T
133		

Elementary - Grade K

A 2110,458-0000



20.00

Page

Not Required

06/22/2021 END OF YEAR TRANSFERS - TRANSPORTATION TIRES TO PARTS

06/22/2021 08:54 AM

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## LONG LAKE CSD

# Budget Transfer Schedule Report For A - 4: Budget Transfer

NOISION

		D. J. A. T		Approval Status	İ	
Ref Number Account	Accou	Date Budget Hansler Description Account Description	Detail Description		Transfer Out	Transfer In
A 5510.452-0000	Tires				1,750.00	
A 5510.453-0000	Parts					1,750.00
				Grand Totals:	48,850.00	48,850.00
Number of Budget Transfers:	Budget Tr	ansfers: 8		Net Amount:	0.00	
Account Distribution Totals	Totals					
Account	Des	Description	Debits	Credits		
A 1240.160-0000	Sup	Support Staff Salaries	0:00	9,350.00		

Account	Description	Debits	Credits
A 1240.160-0000	Support Staff Salaries	00:00	9,350.00
A 1310.490-0000	Finance BOCES Services	1,900.00	0.00
A 1320.400-0000	Finance Auditor Contractual	0.00	7,900.00
A 1420.400-0000	Legal Contractual	6,000.00	00.00
A 1620.160-0000	Central Services Support Staff Salaries	9,350.00	0.00
A 1620.400-0000	Central Services Contractual	5,100.00	0.00
A 1620.430-0000	Central Services Electricity	7,500.00	0.00
A 1620.451-0000	Custodial Supplies - COVID	00:00	12,600.00
A 2110.160-0000	Support Staff Salaries	00:00	10,260.00
A 2110.170-0000	Payment in Lieu of Health Insurance	0.00	6,750.00
A 2110.450-0000	Teaching Materials & Supplies	140.00	00:00
A 2110.451-2000	Art Program	00:00	120.00
A 2110.451-6000	Spanish	00'0	100,00
A 2110.458-0000	Elementary - Grade K	0.00	20.00
A 2110.480-0000	Teaching Textbooks	100.00	00.00
A 2250.160-0000	Non Instructional Salaries	10,260.00	00.00
A 5510.452-0000	Tires	1,750.00	00.00
A 5510.453-0000	Parts	0.00	1,750.00
A 9060 800-0000	Hospitalization	6,750.00	0.00

48,850.00

48,850.00

48,850.00

48,850.00

Fund A Totals:

**Grand Totals:** 

2021

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Community Relations

### SUBJECT: PUBLIC ACCESS TO RECORDS

Access to District records of the District will be consistent with the rules and regulations established by the New York State Committee on Open Government and will comply with all the requirements of the New York State Public Officers-Freedom of Information Law (FOIL) Sections 87 and 89.

### **Records Access Officer**

A Records Access Officer will be designated by tThe Superintendent, subject to the approval of the Board, will designate a Records Access Officer who will have the duty of coordinating the District's response to public requests for access to records.

### **Fulfilling FOIL Requests**

The District will provide copies of records in the format and on the medium requested by the person filing the Freedom of Information Law (FOIL) request if the District can reasonably do so regardless of burden, volume, or cost of the request. The District may charge a fee for copies as permitted by law and regulation.

The District may require a person requesting lists of names and addresses to provide a written certification that they will not use the lists of names and addresses for solicitation or fundraising purposes and will not sell, give, or otherwise make available the lists of names and addresses to any other person for the purpose of allowing that person to use the lists of names and addresses for solicitation or fundraising purposes.

### Requests for Records via Email

If the District has the capability to retrieve or extract electronic records with reasonable effort, it must will provide such the records electronically upon request. The District will accept requests for records submitted in the form of electronic mail email and respond to those requests by electronic mail email using the forms supplied by the District. This information will be posted on the District website, clearly designating the email address for purposes of receiving requests for records via this format.

When the District maintains requested records electronically on the internet, the response will inform the requester that the records are accessible via the internet and in printed form either on paper or other information storage medium.

### Notification

The District will post in a conspicuous location wherever records are kept and/or publish in a local newspaper of general circulation a notice which contains: the locations where records will be made available for inspection and copying; the name, title, business address, and business telephone number of the Records Access Officer; and the right to appeal a denial of access to records with the name and business address of the person or body to whom the appeal should be directed.

(Continued)

3310 2 of 2

Community Relations

### SUBJECT: PUBLIC ACCESS TO RECORDS

### **Additional Provisions**

Regulations and/or procedures governing access to District records in relation to FOIL requests will be developed.

Education Law § 2116
Public Officers Law §§ 87 and 89-Article 6
21 NYCRR Parts 1401-and 9760

NOTE: Refer also to Policy #1510 -- Regular Board Meetings and Rules (Quorum and Parliamentary

Procedure)

Personnel

### SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENT LEARNING

### Registration

All employees who are certificate holders must register with the State Education Department (SED) every five years through the TEACH system. An employee is a certificate holder if he or shethey holds a permanent or professional certificate in the classroom teaching service, a permanent or professional certificate in the educational leadership service (i.e., school building leader, school district leader, or school district business leader), or a Level III Teaching Assistant certificate. Only registered employees may teach or supervise in the District.

Employees who were certificate holders prior to July 1, 2016 had to apply for initial registration during the 2016-2017 school year and each subsequent five-year period thereafter.

Any individual who is issued a new certificate is automatically registered with SED. These certificate holders must renew their registration every five years during their birth month.

Any certificate holder who fails to register by the beginning of the appropriate registration period may be subject to late filing penalties.

Certificate holders must notify SED of any change of name or mailing address within 30 days of such change through the TEACH system. Any certificate holder who willfully fails to inform SED of changes to his or her their name and/or address within 180 days of such change may be subject to moral character review.

### Continuing Teacher and Leader Education (CTLE) Credit Hours

All continuing teacher and leader education certificate holders (CTLE certificate holders) must successfully complete a minimum of 100 hours of acceptable CTLE hours during each five-year registration period to maintain a valid certificate. An employee is a CTLE certificate holder if he or she they holds a professional certificate in the classroom teaching service, a professional certificate in educational leadership service, or a Level III Teaching Assistant certificate. This requirement may be completed at any time over the course of a five-year period. Credit hours cannot carry over to subsequent registration periods.

SED sets high standards for courses, programs, and activities that qualify for CTLE credit, and it must approve all CTLE sponsors. Generally, acceptable CTLE will be in the content area of any certificate title held by an individual or in pedagogy. Further, the CTLE will be aligned with professional development standards created by the New York Professional Standards and Practices Board for Teaching.

(Continued)

Personnel

### SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENTLE ARNING (Cont'd.)

The District will describe opportunities for teachers and administrators to engage in CTLE in its Pprofessional Development-learning Pplan. The District will annually certify, in a format and on a timetable prescribed by the Commissioner of Education, that the requirements to have a professional development-learning plan for the succeeding school year have been met and that it has complied with the professional development-learning plan for the current school year.

The District will provide CTLE opportunities that are designed to improve the teacher or leader's pedagogical and/or leadership skills and are targeted at improving student performance, among other things. A peer-review teacher or principal acting as an independent trained evaluator who conducts a classroom observation as part of a teacher evaluation under relevant sections of the Education Law may apply the observation time to fulfilling CTLE requirements. Time spent mentoring may also be counted toward required CTLE credit hours.

### Language Acquisition CTLE and Exemption

Employees holding an English to speakers of other languages (all grades) certificate or a bilingual extension are required to complete a minimum of 50% of the required CTLE hours in language acquisition aligned with the core content area of instruction taught, including a focus on best practices for co-teaching strategies, and integrating language and content instruction for English Language Learner (ELL) students. All other certificate holders must complete a minimum of 15% of the required CTLE hours dedicated to language acquisition addressing the needs of ELLs, including a focus on best practices for co-teaching strategies and integrating language and content instruction for ELLs. A minimum of 15% of the required CTLE hours for employees holding a Level III Teaching Assistant certificate will be dedicated to language acquisition addressing the needs of ELLs and integrating language and content instruction for ELLs.

Employees holding school district business leader certificates are exempt from the language acquisition CTLE requirements for each year that they are employed in the District. Instead, they must complete a minimum of 15% of the required CTLE hours dedicated to the needs of ELLs and federal, state, and local mandates for ELLs.

Employees may be eligible for a waiver of language acquisition CTLE requirements. Each school year when there are fewer than 30 ELLs students enrolled in the District or ELLs make up less than 5% of the total student population, the District may obtain an exemption. If the District obtains this exemption, employees would be exempt from the language acquisition CTLE requirement for each year that they are employed in the District.

### **CTLE Adjustments**

The Commissioner may adjust an employee's number of CTLE hours and/or time to complete them due to poor health, as certified by a health-care provider; extended active duty in the Armed Forces; or other acceptable good cause.

(Continued)

Personnel

### SUBJECT: REGISTRATION AND PROFESSIONAL DEVELOPMENTLE ARNING (Cont'd.)

Any employee holding a certificate in the classroom teaching service who obtains certification from the National Board for Professional Teaching Standards will be considered CTLE-compliant for the registration period in which he or she they obtains this certification. However, The employee must still meet any language acquisition requirements, however.

### Recordkeeping and Reporting Requirements

Employees must maintain a record of completed CTLE hours for at least three years from the end of the applicable registration period. The record must include the title of the program, the total number of hours completed, the number of hours completed in language acquisition addressing the need of ELLs, the sponsor's name, any identifying number, attendance verification, and the date and location of the program.

The District will maintain a record of any professional development-learning it conducts or provides for educators for at least seven years from the date of completion. These records will be available for review by SED. The District will submit to SED, in a form and timetable prescribed by SED, information concerning the completion of professional development for regularly employed certificate holders.

Education Law §§ 3006, 3006-a, and 3012-d 8 NYCRR Subpart 80-6 8 NYCRR §§ 100.2(dd) and 154-2.3(k)

NOTE: Refer also to Policy #6160 -- Professional Growth/Staff Development

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### JULY 1, 2021 AGREEMENT BY AND BETWEEN THE LONG LAKE CENTRAL SCHOOL DISTRICT AND THE INDIAN LAKE CENTRAL SCHOOL DISTRICT

WHEREAS, the Long Lake Central School District, (hereinafter "Long Lake"), and the Indian Lake Central School District, (hereinafter "Indian Lake"), are both public school districts operating under the laws of the State of New York; and

WHEREAS, both Long Lake and Indian Lake require the position of Psychologist/Committee on Special Education Chairperson ("Psychologist/CSE Chairperson"); and

WHEREAS, Indian Lake employs a Psychologist/CSE Chairperson but only requires her services on a part time (.5 FTE) basis; and

WHEREAS, Long Lake also requires the services of a part time Psychologist/CSE Chairperson; and

WHEREAS, both Long Lake and Indian Lake believe there is a mutual benefit to creating a relationship between the districts to enable the Indian Lake Psychologist/CSE Chairperson to provide shared services with Long Lake.

NOW THEREFORE in consideration of the above, and the terms of this agreement, it is hereby agreed as follows:

- 1. <u>Term</u> The term of this agreement shall be from July 1, 2021 through June 30, 2022 in accordance with the terms hereof.
- 2. <u>Services</u> Indian Lake shall employ a Psychologist/CSE Chairperson, Olivia Lee, who shall provide direct, on site, services to both Long Lake and Indian Lake, for one-half (.5 FTE) her time in each District. The parties shall work out schedules such that Ms. Lee will spend half her time in Long Lake and the other half of her time in Indian Lake, with equal time being spent in both districts. Ms. Lee shall work in accordance with Indian Lake's academic calendar. She shall not be expected to work in Long Lake on any day that Indian Lake is closed or has a conference day.
- 3. Payment In return for the services described herein, Long Lake shall pay to Indian Lake one-half the amount of Ms. Lee' salary of \$66,602 and estimated benefits for the 2021-22 school year. Indian Lake shall invoice Long Lake twice a year, or as agreed to by the parties. Such invoices shall be paid by Long Lake within thirty (30) calendar days.
- 4. <u>Employer-Employee Relationship</u> It is agreed between the parties that Ms. Lee shall be a full-time employee of Indian Lake, and shall not have an employer-employee relationship with

Long Lake during the term of this agreement. Ms. Lee shall receive all salary, benefits and other compensation from Indian Lake. Ms. Lee is not entitled to any benefit plan afforded to the employees of Long Lake, worker's compensation, benefits, nor any other benefit, right or privilege available to employees of Long Lake, except to the extent Ms. Lee shall be eligible for and receive unemployment benefits, in which case Long Lake and Indian Lake shall split any expenses associated therewith.

- 5. <u>Termination</u> This Agreement may be terminated at any time by a mutual written Agreement between the parties.
- 6. <u>Renewal</u> This Agreement may be renewed on a yearly basis upon the mutual agreement of the parties. If not renewed, the Agreement shall expire on June 30, 2022.
- 7. <u>Indemnification</u> Indian Lake shall defend, indemnify and save harmless Long Lake, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Indian Lake, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Long Lake shall defend, indemnify and save harmless Indian Lake, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Long Lake, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses.
- 8. Entire Agreement The terms of this Agreement represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this Agreement shall be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic Agreement.
- 9. This Agreement is subject to approval by both Boards of Education.

FOR LONG LAKE:	FOR INDIAN LAKE:
Noelle Short, Superintendent	David Snide, Superintendent

VIC

### LONG LAKE CENTRAL SCHOOL DISTRICT STUDENT TRANSPORTATION COOPERATIVE AGREEMENT

This agreement is made by and among the participating school districts listed below pursuant to section 119-0 of the General Municipal Law for the purpose of providing transportation to their respective students on a cooperative basis during the school year commencing July 1, 2021 and ending June 30, 2022. For the purpose of this agreement the school district sending one of its students on another district's bus shall be called the "sending district", and the school district transporting another district's student shall be called "the transporting district."

The participating school districts:

Minerva Central School District

Bolton Central School district

Indian Lake Central School District

Johnsburg Central School District

Long Lake Central School District

Newcomb Central School District

North Warren Central School District

Schroon Lake Central School District

Warrensburg Central School District

Whereas each of the participating districts provides transportation for its resident students between their homes and the schools they legally attend; and two or more

districts may be transporting students to the same out-of-district locations or over similar routes; and all of the above listed districts are willing to work together to improve transportation service and efficiency within the region served by the participating districts; now therefore, in consideration of the mutual promises contained herein it is agreed:

- 1. Participating districts shall cooperate with each other by transporting each other's students when multiple districts are transporting students to the same location, to maximize the use of available passenger capacities, and to avoid overlapping and unnecessarily long runs.
- 2. Transportation officials shall have the authority to represent their respective districts in making scheduling arrangements and designing procedures for covering matters such as scheduling changes, communications, student discipline, emergency procedures and complaints. Any particular cooperative transportation arrangement may be discontinued when no longer convenient to any participating district.
- The parties agree that each district shall maintain public liability insurance coverage such that the insurance of the transporting district will be primary with respect to any claim made against the transporting district and /or the sending district in connection with or arising out of the operation of the transporting district's vehicle. The transporting district shall provide details of policy terms and limits at the request of the sending district. A transporting district shall not be deemed the agent of the sending district, but rather an independent contractor.

4.	There shall be no fee for the transporting of a student of one participating
	district by another district pursuant to this agreement.
	refore the parties have executed this Agreement by authority of their ective Boards of Education.
С	
Date	d:  For Long Lake Central School District

Nd

### LONG LAKE CENTRAL SCHOOL DISTRICT STUDENT TRANSPORTATION COOPERATIVE AGREEMENT

This agreement is made by and among the participating school districts listed below pursuant to section 119-0 of the General Municipal Law for the purpose of providing transportation to their respective students on a cooperative basis during the school year commencing July 1, 2021 and ending June 30, 2022. For the purpose of this agreement the school district sending one of its students on another district's bus shall be called the "sending district", and the school district transporting another district's student shall be called "the transporting district."

The participating school districts:

Long Lake Central School District

Tupper Lake Central School District

Whereas each of the participating districts provides transportation for its resident students between their homes and the schools they legally attend; and two or more districts may be transporting students to the same out-of-district locations or over similar routes; and all of the above listed districts are willing to work together to improve transportation service and efficiency within the region served by the participating districts; now therefore, in consideration of the mutual promises contained herein it is agreed:

1. Participating districts shall cooperate with each other by transporting each other's students when multiple districts are transporting students to the

same location, to maximize the use of available passenger capacities, and to avoid overlapping and unnecessarily long runs.

- Transportation officials shall have the authority to represent their respective districts in making scheduling arrangements and designing procedures for covering matters such as scheduling changes, communications, student discipline, emergency procedures and complaints. Any particular cooperative transportation arrangement may be discontinued when no longer convenient to any participating district.
- 3. The parties agree that each district shall maintain public liability insurance coverage such that the insurance of the transporting district will be primary with respect to any claim made against the transporting district and /or the sending district in connection with or arising out of the operation of the transporting district's vehicle. The transporting district shall provide details of policy terms and limits at the request of the sending district. A transporting district shall not be deemed the agent of the sending district, but rather an independent contractor.
- 4. There shall be no fee for the transporting of a student of one participating district by another district pursuant to this agreement.

Wherefore the parties have executed this Agreement by authority of their
respective Boards of Education.
Dated:

### Long Lake Central School District 2021-2022 Code of Conduct



### Code of Conduct

### I. Introduction

The Board of Education ("Board") is committed to providing a safe and orderly school environment where students may receive, and District personnel may deliver, quality educational services without disruption or interference. Responsible behavior by students, teachers, other District personnel, parents and other visitors is essential to achieving this goal.

The District has a long-standing set of expectations for conduct on school property and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity.

The Board recognizes the need to clearly define these expectations for acceptable conduct on school property, to identify the possible consequences of unacceptable conduct, and to ensure that discipline, when necessary, is administered promptly and fairly. To this end, The Board adopts this Code of Conduct ("Code").

Unless otherwise indicated, this code applies to all students, school personnel, parents and other visitors when on school property or attending a school function.

### II. Definitions

For purposes of this Code, the following definitions apply:

- i. "Disruptive student" means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.
- ii. "Parent" means parent, guardian or person in parental relation to a student.
- iii. "School property" means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school, or in or on a school bus or school vehicle, as defined in Vehicle and Traffic Law §142.
- iv. "School Function" means a school-sponsored extra-curricular event or activity (Education §11[2]).
- v. "Weapon" means a firearm as defined in 18 USC §921 for purposes of the Gun-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, cane sword, electronic dart gun, Kung Fu Star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb or other device, instrument, material or substance that can cause physical injury or death when used to cause physical injury or death.
- vi. "School Bus" means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the

- transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities (Education Law §11[1] and Vehicle and Traffic Law §142).
- vii. "Disability" means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held (Education Law §11[4] and Executive Law §292[21]).
- viii. "Employee" means any person receiving compensation from a school District or employee of a contracted service provider or worker placed within the school under a public assistance employment program, pursuant to Title 9-B of Article 5 of the Social Services Law, and consistent with the provisions of such title for the provision of services to such District, its students or employees, directly or through contract, whereby such services performed by such person involve direct student contact (Education Law §§11[4] and 1125[3]).
- ix. "Sexual Orientation" means actual or perceived heterosexuality, homosexuality, or bisexuality (Education Law §11[5]).
- x. "Gender" means a person's actual or perceived sex and includes a person's gender identity or expression (Education Law §11[6]).
- xi. "Harassment/Bullying" means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying as defined in Education Law §11(8), that
  - I. Has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being; or
  - 2. Reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety; or
  - 3. Reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or
  - 4. Occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property.

For purposes of this definition, the term "threats, intimidation or abuse" shall include verbal and non-verbal actions. (Education Law §11[7])

- xii. "Cyberbullying" means harassment/bullying, as defined above, through any form of electronic communication. Acts of harassment and bullying that are prohibited include those acts based on a person's actual or perceived membership in the following groups including, but not limited to: race
  - I. Color
  - 2. Weight
  - 3. National Origin
  - 4. Ethnic Group
  - 5. Religion
  - 6. Religious Practice
  - 7. Disability
  - 8. Sex
  - 9. Sexual Orientation
  - 10. Gender (which includes a person's actual or perceived sex, as well as gender identity and expression).
- xiii. "Discrimination" means discrimination against any student by a student or students and/or employee or employees on school property or at a school function including, but not limited to discrimination based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.
- xiv. "Emotional harm" that takes place in the context of "harassment or bullying" means harm to a student's emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student's education.
- xv. "Violent student" means a student under the age of 21 who:
  - 1. Commits an act of violence upon a school employee, or attempts to do so.
  - 2. Commits, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at the school function, or attempts to do so.
  - 3. Possesses, while on school property or at a school function, a weapon.
  - 4. Displays, while on school property or at a school function, what appears to be a weapon.
  - 5. Threatens, while on school property or at a school function, to use a weapon.
  - 6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
  - 7. Knowingly and intentionally damages or destroys school District property.

### III. Student Rights and Responsibilities

a. Rights

The District is committed to safeguarding the rights given to all students under state and federal law. In addition, to promote a safe, healthy, orderly and civil school environment, all District students have the right to:

- i. Take part in all District activities on an equal basis regardless of race, color, creed, national origin, religion, gender, sexual orientation, ethnic group, religious practice, sex, weight or disability.
- ii. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
- iii. Access school rules and, when necessary, receive an explanation of those rules from school personnel.
- iv. To be protected from intimidation, harassment, or discrimination based on actual or perceived race, color, weight, national origin, ethnic group, religion, or religious practice, sex, gender/gender identity, sexual orientation, or disability, by employees or students on school property or at a school sponsored event, function or activity.

### b. Responsibilities

All District students have the responsibility to:

- i. Contribute to maintaining a safe and orderly school environment that is conducive to learning and to show respect to other persons and to property.
- ii. Be familiar with and abide by all District policies, rules and regulations dealing with student conduct.
- iii. Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.
- iv. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
- v. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
- vi. Work to develop mechanisms to control their anger.
- vii. Ask questions when they do not understand.
- viii. Seek help in solving problems that might lead to discipline.
- ix. Dress appropriately for school and school functions.
- x. Accept responsibility for their actions.
- xi. Conduct themselves as representatives of the District when participating in or attending school-sponsored extracurricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
- xii. To respect one another and treat others fairly in accordance with the District Code of Conduct and the provisions of the Dignity for all Students Act. To conduct themselves in a manner that fosters an environment that is free from intimidation, harassment, bullying (cyber bullying) or discrimination. To report and encourage others, to report any incidents of intimidation, harassment or discrimination to Long Lake Central School Staff.

### IV. Essential Partners

### a. Parents

All parents are expected to:

- i. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community.
- ii. Send their children to school ready to participate and learn.

- iii. Ensure their children attend school regularly and on time.
- iv. Ensure absences are excused.
- v. Communicate with the attendance officer when their children are absent.
- vi. Insist their children be dressed and groomed in a manner consistent with the Student Dress Code.
- vii. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
- viii. Know school rules and help their children understand them.
- ix. Convey to their children a supportive attitude toward education and the District.
- x. Build positive relationships with teachers, other parents and their children's friends.
- xi. Work with the District to maintain open and respectful communication.
- xii. Help their children deal effectively with peer pressure.
- xiii. Inform school officials of changes in the home situation that may affect student conduct or performance.
- xiv. Provide a place for study and ensure homework assignments are completed.
- xv. Teach their children respect and dignity for themselves, and other students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, gender identity, or sex, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.

### b. Teachers

All District teachers are expected to:

- i. Maintain a climate of mutual respect and dignity, which will strengthen students' self-concept and promote confidence to learn.
- ii. Be prepared to teach.
- iii. Demonstrate interest in teaching and concern for student achievement.
- iv. Know school policies and rules, and enforce them in a fair and consistent manner.
- v. Communicate to students and parents:
  - 1. Course objectives and requirements
  - 2. Marking/grading procedures
  - 3. Assignment deadlines
  - 4. Expectations for students
  - 5. Classroom discipline plan
- vi. Communicate regularly with students, parents and other teachers concerning growth and achievement.
- vii. Confront issues of discrimination and harassment in any situation that threatens the emotional health, physical health or safety of any students, school employee or any person who is lawfully on school property or at a school function.
- viii. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
- ix. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

### c. School Counselor

i. Assist students in coping with peer pressure and emerging personal, social and emotional problems.

- ii. Initiate teacher/student/counselor conferences and parent/teacher/student/counselor conferences, as necessary, as a way to resolve problems.
- iii. Regularly review with students their educational progress and career plans.
- iv. Provide information to assist students with career planning.
- v. Encourage students to benefit from the curriculum and extracurricular programs.
- vi. Coordinate Intervention Support Services, as needed, with student, parent, building principal and teachers.
- vii. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
- viii. Report incidents of discrimination and harassment that are witnessed or otherwise brought to the counselor's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

### d. Expectations for Non-Instructional School Staff

- i. Follow the Code of Conduct; know, abide by and enforce school rules in a fair and consistent manner.
- ii. Set a good example for students and other staff by demonstrating dependability, integrity and other standards of ethical conduct.
- iii. Assist in promoting a safe, orderly and stimulating school environment.
- iv. Maintain confidentiality about all personal information and educational records concerning students and their families.
- v. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
- vi. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a staff member's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

### e. Administrator

- i. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
- ii. Ensure that students and staff have the opportunity to communicate regularly with the principal and approach the principal for redress of grievances.
- iii. Evaluate on a regular basis all instructional programs. Support the development of and student participation in appropriate extracurricular activities.
- iv. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
- v. Review the policies of The Board of Education and state and federal laws relating to school operations and management.
- vi. Inform The Board about educational trends relating to student discipline.

- vii. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
- viii. Work on enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
  - ix. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
  - x. Follow up on any incidents of discrimination and harassment that are witnessed or otherwise brought to the principal's attention in a timely manner in collaboration with the Dignity Act Coordinator (DAC).

### f. Board of Education

- i. Collaborate with students, teachers, administrator, and parent organizations, school safety personnel and other school personnel to develop a Code of Conduct that clearly defines expectations for the conduct of students, District personnel and visitors on school property and at school functions.
- ii. Adopt and review at least annually the District's Code of Conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.
- iii. Lead by example by conducting board meetings in a professional, respectful, courteous manner.
- iv. Appoint a Dignity Act Coordinator in each school building. The Dignity Act Coordinator will be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, and sex. The Dignity Act Coordinator will be accessible to students and other staff members for consultation and advice as needed on the Dignity Act.

### V. Student Dress Code

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. Students and their parents have the primary responsibility for acceptable student dress and appearance. Teachers and all other District personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting.

A student's dress, grooming and appearance, including hair style/color, jewelry, make-up, and nails, shall:

- a. Be safe, appropriate, and not disrupt or interfere with the educational process.
- b. Recognize that extremely brief garments such as tube tops, net tops, halter tops, spaghetti straps, plunging necklines (front and/or back), low cut jeans, mid-riff shirts, muscle shirts, and see-through garments are not appropriate.
- c. Ensure that top and bottom undergarments are completely covered with outer clothing and no abdomen/stomach/back area is showing. Muscle shirts are considered undergarments.

- d. Include footwear at all times. Footwear that is a safety hazard will not be allowed. Footwear requirements for Technology classes, Science Labs and Physical Education classes will meet health and safety guidelines for those classes.
- e. Not include the wearing of hats in school during school hours except for a medical or religious purpose.
- f. Not include items that are vulgar, obscene, and libelous or denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation, ethnic group, religion, sex, weight or disability.
- g. Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities.
- h. Not include pierced earrings/jewelry during physical education classes and all sports activities.
- i. Not include articles of clothing deemed sleepwear/loungewear including pajamas, slippers, nightshirts, etc. unless approved for a designated school function.
- j. Not include wearing their coats during the school day unless room temperatures warrant it.
- k. Not include wearing of gang related articles of clothing.

Administration shall be responsible for informing all students and their parents of the Student Dress Code at the beginning of the school year and any revisions to the dress code made during the school year.

Students who violate the Student Dress Code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline, up to and including in-school suspension for the day. Any student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including out of school suspension.

### VI. Student Conduct

The Board expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, District personnel and other members of the school community, and for the care of school facilities and equipment.

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. District personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline.

The Board recognizes the need to make its expectations for student conduct while on school property or engaged in a school function specific and clear. The rules of conduct listed below are intended to do that and focus on safety and respect for the rights and property of others. Students who will not accept responsibility for their own behavior and who violate these school rules will be required to accept the penalties for their conduct.

Students may be subject to disciplinary action, up to and including suspension from school, when they:

a. Engage in Conduct that is Disorderly. Examples of Disorderly Conduct Include:

- i. Running in hallways.
- ii. Making unreasonable noise.
- iii. Verbal threats, using language or gestures that are profane, lewd, vulgar or abusive.
- iv. Obstructing vehicular or pedestrian traffic.
- v. Engaging in any willful act which disrupts the normal operation of the school community.
- vi. Trespassing. Students are not permitted in the school building without permission from the administrator in charge of the building.
- vii. Computer/electronic communications misuse, including any unauthorized use of cellphones, computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the District's acceptable use policy.
- viii. Inappropriate touching, pushing, shoving, slapping, etc.
- ix. Unauthorized use of personal electronic devices/equipment (i.e., cell phones, MP3 devices, cameras, and other personal electronic devices deemed inappropriate by the administration).

### b. Engage in Conduct that is Insubordinate. Examples of Insubordinate Conduct Include:

- Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
- ii. Lateness for, missing or leaving school without permission.
- iii. Skipping detention/AIS/MASSH.

### c. Engage in Conduct that is Disruptive. Examples of Disruptive Conduct Include:

- i. Failing to comply with reasonable directions of teachers, school administrators or other school personnel in charge of students.
- ii. Endangering the health and safety of other students or staff or interfering with classes or District activities by means of inappropriate appearance or behavior as per the District Code of Conduct.

### d. Engage in Conduct that is violent. Examples of violent conduct include:

- i. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a student, teacher, administrator or any other person lawfully on school property or attempting to do so.
- ii. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
- iii. Displaying what appears to be a weapon.
- iv. Threatening to use any weapon.
- v. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other District employee or any person lawfully on school property, including graffiti or arson.
- vi. Intentionally damaging or destroying school District property.
- vii. Engaging in harassing conduct, verbal threats, intimidation, or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her physical wellbeing.

viii. Communication by any means, including oral, written or electronic (such as through the internet, email or texting) off school property, where the content of such communication can reasonably be interpreted as a threat to commit an act of violence on school property; or, results in material or substantial disruption to the educational environment.

### e. Engage in Any Conduct that Endangers the Safety, Health, and Welfare of Others. Examples of Such Include:

- i. Lying to school personnel.
- ii. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function.
- iii. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them.
- iv. Discrimination, based on a person's actual or perceived race, age, sexual orientation, use of a recognized guide dog, hearing dog or service dog, color, creed, national origin, ethnic group, religion, religious practice, sex, sexual orientation, gender or gender identity, marital or veteran status, or disability as a basis for treating another in a negative manner on school property or at a school function.
- v. Harassment, the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect or unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical wellbeing based on a person's actual or perceived race, color, weight, national origin, political affiliation, ethnic group, religion, religious practice, marital or veteran status, use of a recognized guide dog, hearing dog or service dog, disability, sexual orientation, gender or sex.
- vi. Bullying and intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm and/or emotional discomfort; for example, "play" fighting, extortion of money, overt teasing, etc.
- vii. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any school sponsored activity, organization, club or team.
- viii. Selling, using, distributing or possessing obscene material.
- ix. Using vulgar or abusive language, cursing or swearing.
- x. Smoking a cigarette, cigar, pipe or using chewing or smokeless tobacco.
- xi. Possessing, using, consuming, selling, attempting to sell, distributing or exchanging alcoholic beverages, tobacco, tobacco products or illegal and/or controlled substances, vaporizers, "vapes", associating vaping equipment and/ or products, counterfeit and designer drugs, or paraphernalia for use of such drugs or be under the influence of any such substances on school property or at a school function. "Illegal substances" include, but are not limited to, inhalants, marijuana, synthetic cannabinoids, cocaine, LSD, PCP, amphetamines, heroin, fentanyl, steroids, lookalike drugs, drug paraphernalia and any substances commonly referred to as "designer drugs."
- xii. Inappropriately using, sharing, selling, attempting to sell, distributing or exchanging prescription and over-the-counter drugs.
- xiii. Gambling or gaming.

- xiv. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner or inappropriate touching.
- xv. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
- xvi. Spitting or the use of other bodily fluids to taunt, insult, or otherwise denigrate another student, staff member or school related personnel is strictly forbidden.
- xvii. Sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, taking, sending or receiving sexually explicit videos, pictures or auditory recordings and other verbal or physical conduct or communication of a sexual nature.
- xviii. Displaying signs of gang affiliation or engaging in gang-related behaviors that are observed to increase the level of conflict or violent behavior.
- xix. Possessing, consuming, selling, attempting to sell, distributing, or exchanging "lookalike drugs"; or, possessing or consuming (without authorization), selling, attempting to sell, distributing or exchanging other substances such as dietary supplements, weight loss pills, etc.
- xx. Violating gender privacy when using school restroom facilities.

### f. Engage in Misconduct While on a School Bus.

It is crucial for students to behave appropriately while riding on District buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting will not be tolerated. Remain seated while the bus is in motion.

### g. Engage in Any Form of Academic Misconduct. Examples of Academic Misconduct Include:

- i. Plagiarism
- ii. Cheating
- iii. Copying
- iv. Altering records
- v. Assisting another student in any of the above actions. Accessing other users email accounts or network storage accounts and/or attempting to read, delete, copy, modify, and interfere with the transferring and receiving of electronic communications.
- vi. Violation of the District Acceptable Use Policy for technology.

### h. Engage in Bullying - Peer Abuse in the Schools.

The Board is committed to providing a safe and productive learning environment within its schools. Bullying of a student by another student is strictly prohibited on school property, in school buildings, on school buses, and at school sponsored events and/or activities whether occurring on or off campus. The Board shall require the prohibition of bullying – along with the range of possible intervention activities and/or sanctions for such misconduct – to be included in the District Code of Conduct for all grade levels.

For purposes of this policy, the term "bullying" among children is defined, in general, as: "a variety of negative acts carried out repeatedly over time. It involves a real or perceived imbalance of power, with a more powerful child or group attacking those who are less

powerful." Bullying can take three forms:

- i. Physical (including, but not limited to, hitting, kicking, spitting, pushing, taking personal belongings);
- ii. Verbal (including, but not limited to, taunting, malicious teasing, name calling, making threats); and
- iii. Psychological (including, but not limited to, spreading rumors; manipulating social relationships; or engaging in social exclusion, extortion, or intimidation).

The District also prohibits "Internet bullying" (also referred to as "cyberbullying") including the use of instant messaging, e-mail, web sites, apps, chat rooms, and text messaging when such use interferes with the operation of the school; or infringes upon the general health, safety and welfare of District students or employees.

However, it is important to note that a single negative act as enumerated above may also constitute "bullying" (if not more serious misconduct) based upon the particular circumstances such as the seriousness of the act and/or the intent of the actor.

Any student who believes that he/she is being subjected to bullying behavior, as well as any other person who has knowledge of or witnesses any possible occurrence of bullying, shall report the bullying to any staff member or the administrator. The staff member/administrator to whom the report is made (or the staff member/administrator who witnesses bullying behavior) shall investigate the complaint and take appropriate action to include, as necessary, referral to the next level of supervisory authority and/or other official designated by the District to investigate allegations of bullying. Investigation of allegations of bullying shall follow the procedures utilized for complaints of harassment within the District. Allegations of bullying shall be promptly investigated and will be treated as confidential and private to the extent possible within legal constraints.

The Board prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of allegations of bullying. Follow-up inquiries and/or appropriate monitoring of the alleged bully and victim shall be made to ensure that bullying behavior has not resumed and that all those involved in the investigation of allegations of bullying have not suffered retaliation.

Personnel at all levels are responsible for taking corrective action to prevent bullying behavior of which they have been made aware at school District sites or activities and/or reporting such behavior to their immediate supervisor. Staff training will be provided to raise awareness of the problem of bullying within the schools and to facilitate staff identification of and response to such bullying behavior among students.

Prevention and intervention techniques within the District to prevent bullying behavior and to support and protect victims shall include building-level and classroom- level strategies and activities as determined by administration. Individual intervention will be provided by appropriate staff members to bullies, victims and their parents to help ensure that the bullying stops.

Rules against bullying shall be publicized District-wide and shall be disseminated as appropriate to staff, students and parents. Disciplinary sanctions for violation of this policy shall be outlined in the District Code of Conduct as enumerated above and may also be incorporated in employee and student handbooks (See Policy #7552).

### VII. Reporting Violations

All students are expected to promptly report violations of the Code of Conduct to a teacher, school counselor or the administrator. Any student observing a student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information immediately to a teacher or the administrator.

All District staff whom are authorized to impose disciplinary sanctions are expected to do so in a prompt, fair and lawful manner. District staff who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the Code of Conduct to their supervisor who shall in turn impose an appropriate disciplinary sanction, if so authorized, or refer the matter to a staff member who is authorized to impose an appropriate sanction.

The Board annually appoints a Dignity Act Coordinator and Civil Rights Compliance Officers (Title IX).

Any weapon, alcohol or illegal substance found shall be confiscated immediately, if possible, followed by notification to the parent of the student involved and the appropriate disciplinary sanction if warranted, which may include permanent suspension and referral for prosecution.

The administrator must notify the appropriate local law enforcement agency of those code violations that constitute a crime and substantially affect the order or security of a school as soon as practical, but in no event later than the close of business the day the administrator learns of the violation. The notification may be made by telephone, followed by a letter mailed on same day as the telephone call is made. The notification must identify the student and explain the conduct that violated the Code of Conduct and constituted a crime.

### VIII. Discipline Penalties, Procedures, and Referrals

Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that students view as fair and impartial. School personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline.

Disciplinary action, when necessary, will be firm, fair and consistent so as to be the most effective in changing student behavior. In determining the appropriate disciplinary action, school personnel authorized to impose disciplinary penalties will consider the following:

- o The student's age.
- o The nature of the offense and the circumstances which led to the offense.
- o The student's prior disciplinary record.
- o The effectiveness of other forms of discipline.
- o Information from parents, teachers and/or others, as appropriate.
- o Other extenuating circumstances.

### a. Penalties

Students who are found to have violated the District's Code of Conduct may be subject to the following penalties, either alone or in combination. The school personnel identified after each penalty are authorized to impose that penalty, consistent with the student's right to due process.

- i. Oral warning any member of the District staff
- ii. Written notification to student and parent bus driver, hall and lunch monitors, coaches, school counselors, teachers, administrator
- iii. Detention lead teachers, administrator
- iv. Suspension from transportation Director of Transportation, administrator (Notify CSE Chairperson if student is classified)
- v. Suspension from athletic participation coaches, athletic coordinator, administrator
- vi. Suspension from social or extracurricular activities activity director, administrator
- vii. Suspension of other privileges administrator
- viii. In-school suspension administrator
- ix. Removal from classroom by teacher teachers, administrator
- x. Short term (five days or less) suspension from school- administrator, Board of Education.
- xi. Long term (more than five days) suspension from school- administrator, Board of Education
- xii. Permanent suspension from school- administrator, Board of Education

### b. Procedures

The amount of due process a student is entitled to receive before a penalty is imposed depends on the penalty being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the penalty must inform the student of the alleged misconduct and must investigate, to the extent necessary, the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the school personnel imposing the disciplinary penalty in connection with the imposition of the penalty.

Students who are to be given penalties other than an oral warning, written warning with written notification to the student and their parents are entitled to additional rights before the penalty is imposed. These additional rights are explained below:

### i. Detention

Teachers and the administrator may use after school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention will be imposed as a penalty only after the student's parent has been notified, or a reasonable attempt to notify the parents has been made, and the student has appropriate transportation home following detention.

### ii. Suspension/Removal

1. Suspension from Athletic Participation, Extracurricular Activities, and Other Privileges. A student subjected to a suspension from athletic participation, extracurricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the

student's parent will be provided with a reasonable opportunity for an informal conference with the District official imposing the suspension to discuss the conduct and the penalty involved.

- 2. In-school suspension. The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, The Board authorizes the administrator to place students who would otherwise be suspended from school as the result of a Code of Conduct violation in "inschool suspension." The in-school suspension teacher will be a certified teacher, if possible. A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the District official imposing the in-school suspension to discuss the conduct and the penalty involved.
- 3. Teacher disciplinary removal of disruptive students. A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Such practices may include, but are not limited to: (1) short-term "time out" in an elementary classroom or in an administrator's office; (2) sending a student into the hallway briefly; (3) sending a student to the administrator's office for the remainder of the class time only; (4) sending a student to a school counselor or other District staff member for counseling. Time-honored classroom management techniques such as these do not constitute disciplinary removals for purposes of this code.

On occasion, a student's behavior may become disruptive. For purposes of this Code of Conduct, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.

A classroom teacher may remove a disruptive student from class for up to two days. The removal from class applies to the class of the removing teacher only.

If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being removed and an opportunity

to explain his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class. If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24-hours.

The teacher must complete a District-established disciplinary referral form and meet with the administrator as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the referral form. If the administrator is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the administrator prior to the beginning of classes on the next school day.

Within 24-hours after the student's removal, the administrator must notify the student's parents, in writing, that the student has been removed from class and why. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the administrator to discuss the reasons for the removal.

The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student's removal at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents. The administrator may require the teacher who ordered the removal to attend the informal conference. If at the informal meeting the student denies the charges, the administrator must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and administrator.

The administrator may overturn the removal of the student from class if the superintendent finds any one of the following:

- a. The charges against the student are not supported by substantial evidence.
- b. The student's removal is otherwise in violation of law, including the District's Code of Conduct
- c. The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed.

The administrator may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the administrator makes a final determination, or the period of removal expires, whichever is less.

Any disruptive student removed from the classroom by the classroom teacher shall be offered continual educational programming and activities until he or she is permitted to return to the classroom.

Each teacher must keep a complete log (on a District provided form) for all cases of removal of students from his or her class. The administrator must keep a log of all removals of students from class.

Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the administrator or the chairperson of the Committee on Special Education that the removal will not violate the student's rights under state or federal law or regulation

### 4. Suspension from school

Suspension from school is a severe penalty, which may be imposed only upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of others.

The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the administrator.

Any staff member may recommend to the administrator that a student be suspended. All staff members must immediately report and refer a violent student to the administrator for a violation of the Code of Conduct. All recommendations and referrals will be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The administrator, upon receiving a recommendation or referral for suspension, or when processing a case for suspension, will gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

a. Short-term (5 days or less) Suspension from School. When the administrator (referred to as the "suspending authority") proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority

must also notify the student's parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference with the administrator. Both the notice and informal conference shall be in the dominant language or mode of communication used by the parents. At the conference, the parents shall be permitted to ask questions of complaining witnesses under such procedures as the administrator may establish.

The notice and opportunity for an informal conference shall take place before the student is suspended unless the student's presence in school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process. If the student's presence does pose such a danger or threat of disruption, the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.

After the conference, the administrator shall promptly advise the parents in writing of his or her decision. The administrator shall advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the administrator within five business days, unless they can show extraordinary circumstances precluding them from doing so. The administrator shall issue a written decision regarding the appeal within 10 business days of receiving the appeal. If the parents are not satisfied with the administrator's decision, they must file a written appeal to The Board with the District clerk within 10 business days of the date of the administrator's decision, unless they can show extraordinary circumstances precluding them from doing so. Only final decisions of The Board may be appealed to the Commissioner within 30 days of the decision.

b. Long-term (more than 5 days) Suspension from School When the administrator determines that a suspension for more than five days may be warranted, he or she shall give reasonable notice to the student and the student's parents of their right to a fair hearing. At the hearing the student shall have the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his or her behalf.

The administrator shall personally hear and determine the proceeding or may, at his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the administrator. The report of the hearing officer shall be advisory only, and the administrator may accept all or any part thereof.

An appeal of the decision of the superintendent may be made to the Board that will make its decision based solely upon the record before it. All appeals to the Board must be in writing and submitted to the District Clerk within 10 business days of the date of the superintendent's decision, unless the parents can show that extraordinary circumstances precluded them from doing so. The Board may adopt in whole or part the decision of the superintendent. Final decisions of the Board may be appealed to the Commissioner within 30 business days of the decision.

c. **Permanent Suspension.** Permanent suspension is reserved for extraordinary circumstances such as where a student's conduct poses a life-threatening danger to the safety and well-being of other students, school personnel or any other person lawfully on school property or attending a school function.

### d. Minimum Periods of Suspension

- i. Students who bring a weapon to school. Any student, other than a student with a disability, found guilty of bringing a weapon onto school property may be subject to suspension from school for at least one calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214. The administrator has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the penalty, the administrator may consider the following:
  - 1. The student's age.
  - 2. The student's grade in school.
  - 3. The student's prior disciplinary record.
  - 4. The superintendent's belief that other forms of discipline may be more effective.
  - 5. Input from parents, teachers and/or others.
  - 6. Other extenuating circumstances.
  - 7. A student with a disability may be suspended only in accordance with the requirements of state and federal law.

ii. Students who commit violent acts other than bringing a weapon to school.

Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a weapon onto school property, may be subject to suspension from school for at least five days. If the proposed penalty is the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The administrator has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the administrator may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

iii. Students who are repeatedly substantially disruptive of the educational process or repeatedly substantially interfere with the teacher's authority over the classroom.

Any student, other than a student with a disability, who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom may be suspended from school for at least five days. For purposes of this Code of Conduct, "repeatedly is substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by teacher(s) pursuant to Education Law §3214(3-a) and this code on four or more occasions during a semester, or three or more occasions during a trimester. If the proposed penalty is the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a longterm suspension. The administrator has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the administrator may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

e. Suspension from Transportation. If a student does not conduct himself/herself properly on a bus, the bus driver is expected to bring such misconduct to the superintendent's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the administrator. In such cases, the student's parent will become responsible for seeing that his or her child gets to and from school safely. Should the suspension from

transportation amount to a suspension from attendance, the District will make appropriate arrangements to provide for the student's education.

A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the administrator to discuss the conduct and the penalty involved.

#### c. Referrals

- i. **Counseling:** The Guidance Office shall handle all referrals of students to counseling.
- ii. **PINS Petitions:** The District may file a PINS (person in need of supervision) petition in Family Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by:
  - 1. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law.
  - 2. Engaging in an ongoing or continual course of conduct which makes the student ungovernable, or habitually disobedient and beyond the lawful control of the school.
  - 3. Knowingly and unlawfully possesses an illegal substance in violation of Penal Law §221.05. A single violation of §221.05 will be a sufficient basis for filing a PIN petition.
- iii. **Juvenile Delinquents or Juvenile Offenders:** The administrator is required to refer the following students to the Count Attorney for a juvenile delinquency proceeding before the Family Court:
  - 1. Any student under the age of 16 who is found to have brought a weapon to school, or;
  - 2. Any student 14 or 15 years old who qualifies for juvenile offender status under the criminal procedure law §1.20(42).

The administrator is required to refer students age 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

#### IX. Alternative Instruction

When a student of any age is removed from class by a teacher or a student of compulsory attendance age is suspended from school pursuant to Education Law §3214, the District will take immediate steps to provide alternative means of instruction for the student.

## X. Discipline of Students with Disabilities

The Board recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The Board also recognizes that students with disabilities enjoy certain procedural protections whenever school authorities intend to impose discipline upon them. The Board is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations.

This Code of Conduct affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable federal and state law and regulations.

## a. Authorized Suspensions or Removals of Students with Disabilities

- For Purposes of this Section of the Code of Conduct, the Following Definitions Apply:
  - 1. A "suspension" means a suspension pursuant to Education Law §3214.
  - 2. A "removal" means a removal for disciplinary reasons from the student's current educational placement other than a suspension and change in placement to an interim alternative educational setting (IAES) ordered by an impartial hearing officer because the student poses risk of harm to him/herself or others.
  - 3. An "IAES" means a temporary educational placement for a period of up to 45 days, other than the student's current placement at the time the behavior precipitating the IAES placement occurred, that enables the student to continue to progress in the general curriculum, although in another setting, to continue to receive those services and modifications, including those described on the student's current Individualized Education Program (IEP), that will enable the student to meet the goals set out in such IEP, and include services and modifications to address the behavior which precipitated the IAES placement that are designed to prevent the behavior from recurring.

# b. School Personnel may Order the Suspension or Removal of a Student with a Disability from His Or Her Current Educational Placement as Follows:

- i. The Board, the District BOCES Superintendent of Schools or Administrator may order the placement of a student with a disability into an IAES, another setting or suspension for a period not to exceed five consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
- ii. The administrator may order the placement of a student with a disability into an IAES, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed under subparagraph (a) above for the same behavior, if the administrator determines that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time non-disabled students would be subject to suspension for the same behavior.
- iii. The administrator may order additional suspensions of not more than 10 consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement.
- iv. The administrator may order the placement of a student with a disability in an IAES to be determined by the Committee on Special Education (CSE), for the same amount of time that a student without a disability would be subject to discipline, but not more than 45 days, if the student carries or possesses a weapon to school or to a school function, or the student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function.
  - 1. "Weapon" means the same as "dangerous weapon" under 18 U.S.C. §930(g) (w) which includes "a weapon, device, instrument, material or substance,

- animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury.
- 2. "Controlled substance" means a drug or other substance identified in 27 certain provisions of the federal Controlled Substances Act specified in both federal and state law and regulations applicable to this policy.
- 3. "Illegal drugs" means a controlled substance except for those legally possessed or used under the supervision of a school health care provider or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law.
- v. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 days at a time, if maintaining the student in his or her current educational placement poses a risk of harm to the student or others.

## c. Change of Placement Rule

- i. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
  - 1. for more than 10 consecutive school days; or
  - 2. for a period of 10 consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year and because of such factors as the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspensions or removals to one another.
- ii. School personnel may not suspend or remove a student with disabilities if imposition of the suspension or removal would result in a disciplinary change in placement based on a pattern of suspension or removal. However, the District may impose a suspension or removal, which would otherwise result in a disciplinary change in placement, based on a pattern of suspensions or removals if the CSE has determined that the behavior was not a manifestation of the student's disability, or the student is placed in an IAES for behavior involving weapons, illegal drugs or controlled substances.

## d. Special Rules Regarding the Suspension or Removal of Students with Disabilities

- i. The District's Committee on Special Education will:
  - 1. Conduct functional behavioral assessments to determine why a student engages in a particular behavior, and develop or review behavioral interventions plans whenever the District is first suspending or removing a student with a disability for more than 10 school days in a school year or imposing a suspension or removal that constitutes a disciplinary change in placement, including a change in placement to an IAES for misconduct involving weapons, illegal drugs or 28 controlled substances.

If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from his or her current educational placement for more than 10 school days in a school year is subjected to a suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary. If one or more members of the CSE believe that modifications are needed, the school District shall convene a meeting of the CSE to modify such plan and its implementation, to the extent the committee determines necessary.

- 2. Conduct a manifestation determination review of the relationship between the student's disability and the behavior subject to disciplinary action whenever a decision is made to place a student in an IAES either for misconduct involving weapons, illegal drugs or controlled substances or because maintaining the student in his current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension that constitutes a disciplinary change in placement.
- ii. The parents of a student who is facing disciplinary action, but who has not been determined to be eligible for services under IDEA and Article 89 at the time of misconduct, will have the right to invoke applicable procedural safeguards set forth in federal and state law and regulations if, in accordance with federal and state statutory and regulatory criteria, the District is deemed to have had knowledge that their child was a student with a disability before the behavior precipitating disciplinary action occurred. If the District is deemed to have had such knowledge, the student will be considered a student presumed to have a disability for discipline purposes.
  - 1. The administrator or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
  - 2. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the District had knowledge the student was a student with a disability, the District either:
    - a. Conducted an individual evaluation and determined that the student is not a student with a disability or;
    - b. Determined that an evaluation was not necessary and provided notice to the parents of such determination, in the manner required by applicable law and regulations.

If there is no basis for knowledge that the student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as any other non-disabled student who engaged in 29 comparable behaviors.

However, if a request for an individual evaluation is made while such non-disabled student is subjected to a disciplinary removal, an expedited

evaluation shall be conducted and completed in the manner prescribed by applicable federal and state law and regulations. Until the expedited evaluation is completed, the non-disabled student who is not a student presumed to have a disability for discipline purposes shall remain in the educational placement determined by the District, which can include suspension.

- 3. The District shall provide parents with notice of disciplinary removal no later than the date on which a decision is made to change the placement of a student with a disability to an IAES for either misconduct involving weapons, illegal drugs or controlled substances or because maintaining the student in his/her current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension or removal that constitutes a disciplinary change in placement. The procedural safeguards notice prescribed by the Commissioner shall accompany the notice of disciplinary removal.
- 4. The parents of a student with disabilities subject to a suspension of five consecutive school days or less shall be provided with the same opportunity for an informal conference available to parents of non-disabled students under the Education Law.
- 5. Administrator hearings on disciplinary charges against students with disabilities subject to a suspension of more than five school days shall be divided into a guilt phase and a penalty phase in accordance with the procedures set forth in the Commissioner's regulations incorporated into the code.
- 6. The removal of a student with disabilities other than a suspension or placement in an IAES shall be conducted in accordance with the due process procedures applicable to such removals of non- disabled students, except that the school personnel may not impose such removal for more than 10 consecutive days or for a period that would result in a disciplinary change in placement, unless the CSE has determined that the behavior is not a manifestation of the student's disability.
- 7. During any period of suspension or removal, including placement in an IAES, students with disabilities shall be provided services as required by the Commissioner's regulations incorporated into this code.

## e. Expedited Due Process Hearing

- i. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into this code, if:
  - 1. The District requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his or her current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his or her current educational placement during such proceedings.
  - 2. The parent requests such a hearing from a determination that the student's behavior was not a manifestation of the student's disability, or relating to any

decision regarding placement, including but not limited to any decision to place the student in an IAES.

- a. During the pendency of an expedited due process hearing or appeal regarding the placement of a student in an IAES for behavior involving weapons, illegal drugs or controlled substances, or on grounds of dangerousness, or regarding a determination that the behavior is not a manifestation of the student's disability for a student who has been placed in an IAES, the student shall remain in the IAES pending the decision of the impartial hearing officer or until expiration of the IAES placement, whichever occurs first, unless the parents and the District agree otherwise.
- b. If school personnel propose to change the student's placement after expiration of an IAES placement, during the pendency of any proceeding to challenge the proposed change in placement, the student shall remain in the placement prior to removal to the IAES, except where the student is again placed in an IAES.
- c. An expedited due process hearing shall be completed within 15 business days of receipt of the request for a hearing. Although the impartial hearing officer may grant specific extensions of such time period, he or she must mail a written decision to the District and the parents within five business days after the last hearing date, and in no event later than 45 calendar days after receipt of the request for a hearing, without exceptions or extensions.

## f. Referral to Law Enforcement and Judicial Authorities

In accordance with the provisions of IDEA and its implementing regulations:

- i. The District may report a crime committed by a child with a disability to appropriate authorities and such action will not constitute a change of the student's placement.
- ii. The administrator shall ensure that copies of the Special Education and disciplinary records of a student with disabilities are transmitted for consideration to the appropriate authorities to whom a crime is reported.

#### XI. Corporal Punishment

Corporal Punishment is any act of physical force upon a student for the purpose of punishing that student. Corporal punishment of any student by any District employee is strictly forbidden. However, in situations where alternative procedures and methods that do not involve the use of physical force cannot reasonably be used, reasonable physical force may be used to:

- a. Protect oneself, another student, teacher or any person from physical injury.
- b. Protect the property of the school or others.
- c. Restrain or remove a student whose behavior interferes with the orderly exercise and performance of school District functions, powers and duties, if that student has refused to refrain from further disruptive acts.

The District will file all complaints about the use of corporal punishment with the Commissioner of Education in accordance with Commissioner's regulations

## XII. Student Searches and Interrogations

The Board is committed to ensuring an atmosphere on school property and at school functions that is safe and orderly. To achieve this kind of environment, any school official authorized to impose a disciplinary penalty on a student may question a student about an alleged violation of law or the District Code of Conduct. Students are not entitled to any sort of "Miranda"-type warning before being questioned by school officials, nor are school officials required to contact a student's parent before questioning the student. However, school officials will tell all students why they are being questioned.

In addition, the Board authorizes the administrator, the school health care provider and District security officials to conduct searches of students and their belongings, including motor vehicles on school property, if the authorized school official has reasonable suspicions to believe that the search will result in evidence that the student violated the law or the District Code of Conduct.

An authorized school official may conduct a search of a student's belongings that is minimally intrusive, such as touching the outside of a book bag, without reasonable suspicion, so long as the school official has a legitimate reason for the very limited search.

An authorized school official may search a student or the student's belongings based upon information received from a reliable informant. Individuals, other than the District employees, will be considered reliable informants if they have previously supplied information that was accurate and verified, or they make an admission against their own interest, or they provide the same information that is received independently from other sources, or they appear to be credible and the information they are communicating relates to an immediate threat to safety. District employees will be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

Before searching a student or the student's belongings, the authorized school official should attempt to get the student to admit that he or she possesses physical evidence that they violated the law or the District Code, or get the student to voluntarily consent to the search. Searches will be limited to the extent necessary to locate the evidence sought. Whenever practicable, searches will be conducted in the privacy of administrative offices and students will be present when their possessions are being searched.

#### a. Student Lockers, Desks, and Other School Storage Places

The rules in this code of conduct regarding searches of students and their belongings do not apply to student lockers, desks and other school storage places. Students have no reasonable expectation of privacy with respect to these places and school officials retain complete control over them. This means that student lockers, desks and other school storage places may be subject to search at any time by school officials, without prior notice to students and without their consent.

#### b. Strip Searches

A strip search is a search that requires a student to remove any or all of his or her clothing, other than an outer coat or jacket. If an authorized school official believes it is necessary to conduct a strip search of a student, the school official may do so only if the search is authorized in advance by the Superintendent or the school attorney. The only exception to this rule requiring advanced authorization is when the school official believes there is an emergency situation that could threaten the safety of the students or others.

Strip searches may only be conducted by an authorized school official of the same sex as the student being searched and in the presence of another District professional employee who is also of the same sex as the student.

In every case, the school official conducting a strip search must have probable cause - not simply reasonable cause - to believe the student is concealing evidence of a violation of law or the District Code. In addition, before conducting a strip search, the school official must consider the nature of the alleged violation, the student's age, the student's record and the need for such a search. School officials will attempt to notify the student's parent by telephone before conducting a strip search, or in writing after the fact if the parent could not be reached by telephone

#### c. Documents of Searches

The authorized school official conducting the search shall be responsible for promptly recording the following information about the search:

- i. Name, age and grade of student searched.
- ii. Reasons for the search.
- iii. Name of any informant(s).
- iv. Purpose of search (that is, what item(s) were being sought).
- v. Type and scope of search.
- vi. Person conducting search and his or her title and position.
- vii. Witnesses, if any, to the search.
- viii. Time and location of search.
- ix. Results of search (that is, what item(s) were found).
- x. Disposition of items found.
- xi. Time, manner and results of parental notification. The administrator shall be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student.

The administrator will clearly label each item taken from the student and retain control of the item(s), until the items are turned over to the police. The administrator shall be responsible for personally delivering dangerous or illegal items to police authorities.

## d. Police Involvement in Searches and Interrogations of Students

District officials are committed to cooperating with police officials and other law enforcement authorities to maintain a safe school environment. Police officials, however, have limited authority to interview or search students in schools or at school functions, or to use school facilities in connection with police work. Police officials may enter school property or a school function to question or search a student or to conduct a formal investigation involving students only if they have:

- i. A search or an arrest warrant; or
- ii. Probable cause to believe a crime has been committed on school property or at a school function; or
- iii. Been invited by school officials.

Before police officials are permitted to question or search any student, the administrator shall first try to notify the student's parent to give the parent the opportunity to be present during the police questioning or search. If the student's parent cannot be contacted prior to the police questioning or search, the questioning or search shall not be conducted. The administrator will also be present during any police questioning or search of a student on school property or at a school function.

Students who are questioned by police officials on school property or at a school function will be afforded the same rights they have outside the school. This means:

- iv. They must be informed of their legal rights.
- v. They may remain silent if they so desire.
- vi. They may request the presence of an attorney

#### XIII. Child Protective Services

Consistent with the District's commitment to keep students safe from harm and the obligation of school officials to report to Child Protective Services when they have reasonable cause to suspect that a student has been abused or maltreated, the District will cooperate with local Child Protective Services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect, or custody investigations.

All requests by Child Protective Services to interview a student on school property shall be made directly to the administrator. The administrator will set the time and place of the interview. The administrator shall decide if it is necessary and appropriate for a school official to be present during the interview, depending on the age of the student being interviewed and the nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of his or her clothing in order for the Child Protective Services worker to verify the allegations, the school health care provider or other District medical personnel must be present during that portion of the interview. No student may be required to remove his or her clothing in front of a Child Protective Services worker or school District official of the opposite sex.

A Child Protective Services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

#### XIV. Visitors to the School

The Board encourages parents and other District citizens to visit the District's school and classrooms to observe the work of students, teachers and other staff. Since schools are a place of work and learning, certain limits must be set for such visits. The administrator is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

- a. Anyone who is not a regular staff member or student of the school will be considered a visitor.
- b. All visitors to the school must report to the main office upon arrival at the school. There they will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The

- visitor must return the identification badge to the main office before leaving the building and signing out.
- c. Visitors attending school functions that are open to the public, such as parent/teacher organization meetings or public gatherings, are not required to register.
- d. Parents or citizens who wish to observe a classroom while school is in session are required to arrange such visits in advance with the classroom teacher(s), so that class disruption is kept to a minimum. Registration is still required at the main office upon arrival.
- e. Teachers are expected not to take class time to discuss individual matters with visitors.
- f. Any unauthorized person on school property will be reported to the administrator. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
- g. All visitors are expected to abide by the rules for public conduct on school property contained in this Code of Conduct.

## XV. Public Conduct on School Property

The District is committed to providing an orderly, respectful environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary to regulate public conduct on school property and at school functions. For purposes of this section of the code, "public" will mean all persons when on school property or attending a school function including students, teachers and district personnel.

The restrictions on public conduct on school property and at school functions contained in this code are not intended to limit freedom of speech or peaceful assembly. The District recognizes that free inquiry and free expression are indispensable to the objectives of the District. The purpose of this code is to maintain public order and prevent abuse of the rights of others.

All persons on school property or attending a school function will conduct themselves in a respectful and orderly manner. In addition, all persons on school property or attending a school function are expected to be properly attired for the purpose they are on school property.

#### a. Prohibited Conduct

No Person, either alone or with others will:

- i. Intentionally injure any person or threaten to do so.
- ii. Intentionally damage or destroy school district property, including graffiti or arson, or the personal property of a teacher, administrator, other district employee or any person lawfully on school property.
- iii. Disrupt the orderly conduct of classes, school programs or other school activities.
- iv. Distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program.
- v. Intimidate, harass or discriminate against any person on the basis of race, color, creed, national origin, religion, age, gender, sexual orientation or disability.
- vi. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
- vii. Obstruct the free movement of any person in any place to which this code applies.
- viii. Violate the traffic laws, parking regulations or other restrictions on vehicles;
- ix. Smoke or vape on school property, possess, consume, sell, distribute or exchange alcoholic beverages, controlled substances, or be under the influence of either on school property or at a school function.

- x. Possess or use weapons in or on school property or at a school function, except in the case of law enforcement officers or except as specifically authorized by the school district.
- xi. Loiter on or about school property.
- xii. Gamble on school property or at a school function.
- xiii. Refuse to comply with any reasonable order of identifiable school district officials performing their duties.
- xiv. Willfully incite others to commit any of the acts prohibited by this code.
- xv. Violate any federal or state statute, local ordinance or board policy while on school property or while at a school function.

#### b. Penalties

Persons who violate this code will be subject to the following penalties:

- <u>Visitors</u> authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection.
- Students shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
- Tenured faculty members shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020-a or any other legal rights that they may have.
- Staff members in the classified service of the civil service entitled to the protection of Civil Service Law §75 shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.
- Staff members other than those described in subdivisions 3 and 4 shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

#### c. Enforcement

The administrator will be responsible for enforcing the conduct required by this code. When the administrator sees an individual engaged in prohibited conduct, which in his or her judgment does not pose any immediate threat of injury to persons or property, the administrator shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The administrator shall also warn the individual of the consequences for failing to stop.

If the person refuses to stop engaging in the prohibited conduct, or if the person's conduct poses an immediate threat of injury to persons or property, the administrator shall have the individual removed immediately from school property or the school function. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

The District will initiate disciplinary action against any student or staff member, as appropriate, with the "Penalties" section above. In addition, the District reserves its right to pursue a civil or criminal legal action against any person violating the code.

#### XVI. Dissemination and Review

#### a. Dissemination of Code of Conduct

The Board will work to ensure that the community is aware of this code of conduct by:

- i. Posting the Code of Conduct on the school website.
- ii. Instructing the students how to find the Code of Conduct and discussing the Code of Conduct with the students.
- iii. Providing all current teachers and other staff members with a copy of the code and a copy of any amendments to the code as soon as practicable after adoption
- iv. Providing all new employees with a copy of the current Code of Conduct when they are first hired.
- v. Making copies of the code available for review by students, parents and other community members.

The Board will sponsor an in-service education program for all district staff members to ensure the effective implementation of the code of conduct. The administrator may solicit the recommendations of the District staff, particularly teachers and administrators, regarding in- service programs pertaining to the management and discipline of students.

The Board will review this Code of Conduct every year and update it as necessary. In conducting the review, the Board will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently.

Before adopting any revisions to the Code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate. The Code of Conduct and any amendments to it will be filed with the Commissioner no later than 30 days after adoption.

Please refer to the following Board of Education Policies:

#3420- Non-Discrimination and Anti-Harassment in the School District

#6120- Equal Employment Opportunity

#6121- Sexual Harassment of District Personnel

#7550- Dignity for All Students Act

#7551- Sexual Harassment of Students

#7620- Students with Disabilities Participating in School District Programs

#7621- Section 504 of the Rehabilitation Act of 1973

#8130- Equal Educational Opportunities

#8220- Career and Technical (Occupational) Education

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Non-Instructional/Business Operations

## SUBJECT: SMOKING, /TOBACCO, AND CANNABIS (MARIJUANA) USE

The use of tobacco products is The following actions are prohibited on school grounds and at school functions: smoking; vaping; using tobacco products; and/or using or ingesting any form of cannabis.

Smoking and vaping are prohibited on school grounds and within 100 feet of the entrances, exits, or outdoor areas of any of the District's schools. However, this prohibition does not apply to smoking or vaping in a residence, or within the real property boundary lines of residential real property. In addition, the use of tobacco products, smoking, and vaping are prohibited at any school sponsored event or activity that occurs off school grounds, including those taking place in another state.

Exceptions may exist for authorized medical cannabis use.

#### **Definitions**

For purposes of this policy, the following definitions apply:

- a) "Electronic cigarette" (or "e-cigarette") means an electronic device delivering vapor inhaled by an individual user, and includes any refill, cartridge, and any other component of such a device.
- a) Tobacco-products-means-one or more eigarettes or eigars, bidis, chewing tobacco, powdered tobacco, nicotine water, or any other tobacco-products.
- b) Smoking means the burning of a lighted eigar, eigarette, pipe, or any other matter or substance containing tobacco.
- c) Vaping means the use of an electronic eigarette.
- d) Electronic eigarette (or e eigarette) means an electronic device delivering vapor-inhaled-byan-individual-user, and includes any refill, cartridge, and any other-component-of such adevice.
- b) "School function" means a school-sponsored or school-authorized extracurricular event or activity regardless of where the event or activity takes place, including any event or activity that may take place virtually or in another state.
- ec) "School grounds" means any building, structure, and surrounding outdoor grounds, including entrances or exits, contained within the District's preschool, nursery school, elementary, or secondary school's legally defined property boundaries as registered in the County Clerk's Office, as well as any vehicles used to transport children or school personnel.
- d) "Smoking" means the burning of a lighted cigar, cigarette, pipe, or any other matter or substance containing tobacco, cannabis, or cannabinoid hemp.

- e) "Tobacco products" means cigarettes or cigars, bidis, chewing tobacco, powdered tobacco, nicotine water, or any other tobacco products.
- f) "Vaping" means the use of an electronic cigarette.

This policy does-not-apply-to-smoking-or-vaping-in a residence, or within-the real-property-boundary-lines-of-residential-real-property.

#### **Public** Notification of Policy

The District will prominently post signs prohibiting smoking and vaping on school grounds in accordance with applicable law. The District will also designate a school official to tell individuals found Appropriate District officials will inform individuals smoking or vaping in a non-smoking area that they are in violation of law and/or District policy.

(Continued)

Non-Instructional/Business Operations

## SUBJECT: SMOKING, /TOBACCO, AND CANNABIS (MARIJUANA) USE (Cont'd.)

The District will communicate this policy to staff, students, parents/guardians, volunteers, visitors, contractors, and outside groups through means such as the District's *Code of Conduct*, student handbooks, newsletters, announcements, facilities use forms/agreements, and/or the prominent display of this policy in appropriate locations.

#### Prohibition of Tobacco Promotional Items/Tobacco Advertising

Tobacco promotional items (e.g., brand names, logos, and other identifiers) are prohibited:

- a) On school grounds;
- b) In any vehicles used to transport students or school personnel;
- c) At school sponsored events or activities, including those that take place off-school grounds, including in another state school functions;
- d) In school publications;
- e) On clothing, shoes, accessories, gear, and school supplies in accordance with the District's Code of Conduct and applicable collective bargaining agreements.

This prohibition of tobacco promotional items will be enforced in accordance with the District's Code of Conduct and applicable collective bargaining agreements.

The District will request, whenever possible, tobacco free editions of periodical publications for school libraries and classroom use.

20 USC §§ 6081-6084, and 7971-7974
41 USC § 8101 et seq.
Education Law § 409
Penal Law § 222.10
Public Health Law §§ 1399-n, 1399-o, 1399-p, and 1399-aa
8 NYCRR §§ 155.5, and 156.3

NOTE: Refer also to Policies #3280 -- Use of School Facilities, Materials, and Equipment

#6150 -- Alcohol, Tobacco, Drugs, and Other Substances (Staff)

#7320 -- Alcohol, Tobacco, Drugs, and Other Substances (Students)

#8240 -- Instruction in Certain Subjects Instructional Programs Driver Education

District Code of Conduct

Gitted and Talented Education and

Physical Education