

**MT. PLEASANT BLYTHEDALE UFSD
REGULAR BOARD OF EDUCATION MEETING-Hybrid
AGENDA – April 9, 2024**

**Meeting Location: Mt. Pleasant Blythedale UFSD, 95 Bradhurst Avenue; Valhalla, NY 10595
Other Locations:**

A Zoom link to the meeting is available on the district's website, www.mpbschools.org

1. PLEDGE OF ALLEGIANCE
2. CALL OF THE ROLL
3. PRESENTATION - 2024-2025 Proposed School Budget
4. COMMENTS ON AGENDA ITEMS
5. APPROVAL OF MINUTES - Regular Meeting: January 16, 2024 (**ATTACHMENT I**)
6. COMMUNICATIONS/CORRESPONDENCE
7. TREASURER'S REPORT
8. SUPERINTENDENT'S REPORT
9. BUSINESS MATTERS/AUTHORIZATIONS/RECOMMENDATIONS/APPROVALS
 - A. SPECIAL STUDENT PLACEMENTS
Recommendation for implementation of the attached placement for special students and to approve the authorization of funds for such special education program and services as recommended by the Committee of Special Education. (**ATTACHMENT II**)
 - B. APPROVAL OF 2024-2025 SCHOOL CALENDAR
Recommendation of the Superintendent of Schools to approve the 2024-2025 school calendar. (**ATTACHMENT III**)
 - C. POLICIES
First Reading: New Policy 6190-Workplace Violence Prevention Policy Statement
Second Reading: Revised Policy 6550-Leaves of Absence
Revised Policy 7350- Timeout and Physical Restraint
 - D. APPROVAL OF JOB DESCRIPTION
Recommendation of the Superintendent of Schools to approve the job description:
 - i) Financial Reporting Consultant (**ATTACHMENT IV**)
 - ii) Pupil Personnel Services Director/Committee on Special Education Chairperson (**ATTACHMENT V**)
 - E. APPOINTMENT OF LEAD EVALUATOR
BE IT RESOLVED, that the Board of Education pursuant to the provisions of Education Law Section 3012-d and Part 30-3.10 of the Regents Rules hereby certifies that **Stephen Beovich** has completed all of the necessary training to be certified as lead evaluator of classroom teachers.
 - F. AUTHORIZATION TO DISPOSE OF OBSOLETE EQUIPMENT
Recommendation of the Superintendent of Schools to dispose of obsolete, broken and /or unusable equipment listed in **ATTACHMENT VI**.
 - G. REVISED 2023-2024 SCHOOL BUDGET
Recommendation of the Superintendent of Schools to approve the revised 2023-2024 school budget from the original budget, \$9,151,966 to the anticipated budget, \$9,350,000.
 - H. RESOLUTION TO ESTABLISH THE STANDARD WORK DAY
BE IT RESOLVED, that the Mt. Pleasant Blythedale UFSD, Location code 75561, hereby establishes the attached as standard work day for the purpose of reporting to the New York State and Local Employees' Retirement System. (**ATTACHMENT VII**)

9. BUSINESS MATTERS/AUTHORIZATIONS/RECOMMENDATIONS/APPROVALS (cont'd)

I. AUTHORIZATION TO PARTICIPATE IN COOPERATIVE BIDDING

WHEREAS, it would be in the joint interest of the Mt. Pleasant Blythedale UFSD and the attached listing of participants, to participate in cooperative bids for the purchase of various supplies, services, materials and equipment advertised by and awarded by the Clarkstown Central School District acting as Lead Agency, as provided by General Municipal Law Section 119-0

WHEREAS, each BOARD retains the legal authority to contract with the successful vendor(s) and shall not be bound by purchase contracts or other agreements made by the other BOARD(s), therefore

BE IT RESOLVED, that the Board of Education of the Mt. Pleasant Blythedale UFSD, hereby agrees to participate with the attached school districts in such cooperative bids.

J. AUTHORIZATION TO CONTRACT WITH EDUCATIONAL DATA SERVICES, INC

BE IT RESOLVED, that the Board of Education of the Mt. Pleasant Blythedale UFSD, hereby authorizes the Superintendent of Schools to contract with Educational Data Services, Inc. to perform ministerial duties that will maintain and coordinate the district's supply requirements and inclusion in the NY/Island Cooperative Bid.

BE IT FURTHER RESOLVED, that the Board of Education approve the enrollment in Educational Data Services, Inc. Time and Material Program for a fee of \$2,100 covering services from April 1, 2024 through March 31, 2025.

K. AUTHORIZATION TO ESTABLISH A FISCAL STABILIZATION RESERVE FUND

WHEREAS, Chapter 56 of the Laws of 2022 (Section 19-a) provides authority for the Board of Education of a Special Act school district to retain funds in excess of the school district's allowable and reimbursable costs incurred for services and programs provided to school-age and preschool students to support fiscal stabilization;

THEREFORE, BE IT RESOLVED, that the Board of Education of the Mt. Pleasant Blythedale Union Free School District hereby establishes a Fiscal Stabilization Reserve Fund pursuant to Chapter 56 of the Laws of 2022, (Section 19-a) , to permit the retention of funds in excess of the school district's allowable and reimbursable costs incurred for services and programs provided to school-age students and preschool students, provided that the amount of funds to be retained annually will not exceed 11% of the school district's total allowable and reimbursable costs for programs and services for school-age and preschool students for the 2022-23 and 2023-24 school years, 8% in 2025-26, 5% in 2026-27, and 2% in 2027-28 and thereafter in accordance with a Memo from NYS Education Department on Tuition Rate Setting Methodology for 2022-23 Rates for School-Age Providers and Preschool Providers serving Students with Disabilities, dated August 4, 2022 and Updated March 23, 2023, and as may be updated in the future; and

BE IT FURTHER RESOLVED, that the Board hereby appropriates the sum of up to \$900,000 from the General Fund for School Age (K-12) program, code 9000, for such purpose and authorizes the transfer of such funds to the Fiscal Stabilization Reserve Fund by June 30, 2024; and

BE IT FURTHER RESOLVED, that the Board hereby appropriates the sum up to \$125,000 from the General Fund for Preschool (CPSE) program, code 9100, for such purpose and authorizes the transfer of such funds to the Fiscal Stabilization Reserve Fund by June 30, 2024.

10. PERSONNEL

A. Instructional Appointment

- i) Recommendation of the Superintendent of Schools to appoint the following individuals as teachers for the summer program from July 8, 2024 through August 16, 2024 for a maximum of 30 days, at the daily rate of \$305 for Blythedale Teachers' Group (BTG) members:

Cova,	M. David	Mercurio,	Angela
DelBianco,	Jennifer	Morris-Fisco,	Corryn
Dillmann,	Michelle	Russell,	Rory
Gaglio,	Michelle	Sanchez,	Nadiesta
Garcia,	Kate	Slansky,	Stephen
Hyde,	Madeline	Troy,	Rob
McNamara,	Morgan	Turechalk,	Katie

- ii) Recommendation of the Superintendent of Schools to appoint the following individuals as teachers for the summer program from July 8, 2024 through August 16, 2024 for a maximum of 30 days, at the daily rate of \$225 for non-BTG members:

Finelli,	Alyssa	Mercado,	Evelisse
Hayes,	Tara	Norbeck,	Kyle
Johnson,	Tayya		

B. Non-Instructional Appointment

- i) Recommendation of the Superintendent of Schools to appoint **Wayne Moore**, to the position of teacher aide, effective February 5, 2024 at the board approved rate.
- ii) Recommendation of the Superintendent of Schools to appoint **Catherine Panzanaro**, to the position of School District Treasurer, effective April 29, 2024 with a salary and terms per agreement.

iii) Authorization to enter into contract for Financial Consultant Services

BE IT RESOLVED, that the Board of Education approves the attached contract with **Sandra Shymonowicz**, to provide Financial Consultant Services effective April 2024 through June 2025, subject to extension by mutual agreement.

C. Resignations

- i) Recommendation of the Superintendent of Schools to accept the resignation of **Njomza Sheholli**, teacher aide, effective March 8, 2024.

D. Retirements

- i) Recommendation of the Superintendent of Schools to accept the notice of the intent to retire from **Jodi Feldman**, Secondary Special Education English teacher, effective June 30, 2024.

E. Authorization to Grant Leave of Absence

BE IT RESOLVED, that the Board of Education of the Mt. Pleasant Blythedale UFSD, hereby authorizes the Superintendent of Schools to grant a leave of absence to **Kyle Norbeck**, teacher aide, effective July 1, 2024 through August 27, 2024.

F. Authorization to Grant Administrative Leave of Absence

BE IT RESOLVED, that the Board of Education of the Mt. Pleasant Blythedale UFSD, hereby authorizes the Superintendent of Schools to grant an administrative leave of absence to employee #324, effective, February 29, 2024 through March 8, 2024.

11. NEXT MEETING- Regular Board Meeting-June 4, 2024

12. ADJOURNMENT

July 2024						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2024-2025
Proposed
School Calendar

July 2024
July 4 - Independence Day

Summer School
July 8-August 16

August 2024
Aug. -28-29-Sup't .Conf. Day

Staff-2
Stud.-0

Staff-186
Students-184

September 2024
Sept. 2-Labor Day
Sept. 3-1st Day of School for Students

Staff-20
Students—20

October 2024
Oct 3-4 Rosh Hashanah
Oct. 14-Indigenous Peoples' Day/
Columbus Day

Staff-20
Students-20

November 2024
Nov. 11-Veterans' Day
Nov. 27-1/2 day for Students
Nov. 28-Thanksgiving Day

Staff- 18
Students- 18

December 2024
Dec. 24- 1/2 day for Students
Dec. 25-Jan.1 Recess
Staff-15
Students-15

KEY

- No Students/Staff only
- School Closed
- Early Dismissal:
PreK 11:30am
K-12 12 noon
- Faculty Meeting
- Testing
- Snow Makeup Days

January 2025						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2025
Jan 1-New Year's Day
Jan.20-MLK's Day
Jan 29-Lunar New Yr
Staff-18
Students-18

February 2025						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February 2025
Feb. 17-Presidents' Day
Feb. 18-21Winter Recess

Staff-15
Students-15

March 2025						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March 2024
Staff- 21
Students-21

April 2025						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

April 2025
Passover 4/12-20
Easter 4/20
Staff-17
Students-17
State Testing –ELA
April 8-10

May 2025						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May 2025
May 26-Memorial Day
Staff-21
Students-21
May 23rd-1/2 day for
students
State Testing-Math
May 6-8
State Testing –Science
May 13 & 14

June 2025						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2025
June 19-Juneteenth
Regents -
June 4,10,17-27
Last day –27th
Staff-19
Students-19

No snow days were built into the calendar. If snow days are needed, makeup days will be April 14th & April 15th according to use. IT IS THEREFORE IMPORTANT THAT NO IRREVOCABLE PLANS BE MADE FOR THESE DAYS.

Financial Reporting Consultant

TITLE: Financial Reporting Consultant

Purpose: To employ an experienced financial reporting consultant to ensure all financial reports are done with expertise and in a timely manner with an emphasis on financial reports that are submitted to NYSED.

Reports to: The Superintendent of Schools and/or designee.

Duties and Responsibilities:

- Display mastery in the intricacies of ST-3 and CFR reporting to ensure district receives maximum possible tuition rate within the rate setting methodology and reimbursable cost manual guidelines;
- Prepares and submits annual financial report including the ST-3 and CFR along with district treasurer;
- Assists in creation of reports of District's finances to Board including Treasurer's Report, Cash Flow Statement, Investment Report, Profit and Loss statement and other reports as requested by the Board of Education;
- Assists in the monthly reconciliation of bank statements.;
- Assists in district payroll functions when necessary;
- Assists in creation of reports of District's finances to Board including Treasurer's Report, Cash Flow Statement, Investment Report, Profit and Loss statement and other reports as requested by the Board of Education;
- Trains and periodically provides professional development for the District Treasurer;
- Performs other finance related duties as assigned.

Required Qualifications:

- Good knowledge of modern financial accounting and record keeping;
- Familiarity with the laws, regulations, procedures and policies related to school district finances;
- Ability to follow oral and written instructions;
- Ability to keep financial records and prepare reports;
- Integrity; good judgment; physical condition commensurate with the duties of the position;

SUGGESTED ACCEPTABLE TRAINING AND EXPERIENCE:

- At least ten years of successful experience as a district treasurer.
- Any satisfactory equivalent combination of the foregoing training and experience.

SPECIAL REQUIREMENT FOR APPOINTMENT IN SCHOOL DISTRICTS: In accordance with the Safe Schools Against Violence in Education (SAVE) legislation, Chapter 180 of the Laws of 2000, and by the Regulations of the Commissioner of Education, candidates for appointment in school districts must obtain clearance for employment from the State Education Department prior to employment based upon a fingerprint and criminal history background check.

2024

PPS Director/ CSE Chairperson

TITLE: PPS Director/CSE Chairperson

Primary Objective: Provides leadership and direction to the PPS Department to ensure that the goals of the District are reached.

Essential Duties and Responsibilities:

- Responsible for the oversight of the CSE/CPSE Process.
- Assures district compliance with part 200 of Commissioner's Regulations, which address the responsibilities, and operations of the Committee on Special Education
- Reviews and revises procedures, as necessary, in response to changing state mandates
- Continually updates PPS personnel and instructional staff regarding NYSED communication as relates to special education
- Collaborates with BCH SW department in development of the IEP

CSE

- Provide support of the overall CSE process
- Prepares Annual Review schedules and oversees the Annual Review process
- Attend Pre-CSE/ CSE meetings where applicable
- Chair CSE Meetings for secondary program (6-12).
- Review IEPs, Progress notes, Portfolios, Educational Summary

Teacher Observations

- Conduct formal, informal observations and corresponding evaluations.

Unit Coordinator:

- Registration- Initiates registration process with parents and coordinates necessary documents with social workers for all unit students
- Coordinates learning experiences that align with classroom programs. Ensures that materials are provided to Unit Aides to support access to the learning experience.
- Attend Yellow IDCP Meeting
- Attend Blue IDCP Meeting
- Oversight on unit schedule for Unit Aides
- Oversight of Achievement Tab- provide prompts/language
- Maintain and update Unit Roster
- Provides initial assessment of student upon admission: ie. Physical, cognitive, and emotional well-being. Relays information to the Principal, School counselor, Case manager.
- Provides updates on admissions/discharges for unit students (Principal, School Counselor, Case Manager)
- Assists with coordinating instructional information in preparation for Observations/portfolios, IEPs, and report cards for unit students.
- All tasks can be delegated and/or shared
- Establish relationships

*As the role evolves, roles & responsibilities are subject to change.

ATTACHMENT VI**Equipment For Disposal-April 2024**

MPBS-STAFF-L100	MPBS-ADMIN-LT01	4YGVGT2	A00791198	Latitude 3390 2-in-1	2018
MPBS-STAFF-L101	MPBS-STAFF-L177	CYGVGT2	A00792736	Latitude 3390 2-in-1	2018
MPBS-STAFF-L102	MPBS-STAFF-L149	7YGVGT2	A00791201	Latitude 3390 2-in-1	2018
MPBS-STAFF-L103		FYGVGT2	A00792737	Latitude 3390 2-in-1	2018
MPBS-STAFF-L104	MPBS-STAFF-L178	7ZGVGT2	A00791194	Latitude 3390 2-in-1	2018
MPBS-STAFF-L105		4ZGVGT2	A00791204	Latitude 3390 2-in-1	2018
MPBS-STAFF-L106	MPBS-STAFF-L170	3ZGVGT2	A00791197	Latitude 3390 2-in-1	2018
MPBS-STAFF-L107	MPBS-STAFF-L157	1ZGVGT2	A00791196	Latitude 3390 2-in-1	2018
MPBS-STAFF-L109	MPBS-STAFF-L150	BYGVGT2	A00791206	Latitude 3390 2-in-1	2018
MPBS-STAFF-L111	MPBS-STAFF-L164	BZGVGT2	A00791190	Latitude 3390 2-in-1	2018
MPBS-STAFF-L112	BCH-WFH-TEST	6YGVGT2	A00792738	Latitude 3390 2-in-1	2018
MPBS-STAFF-L113		JYGVGT2	A00791210	Latitude 3390 2-in-1	2018
MPBS-STAFF-L114	MPBS-STAFF-L169	5ZGVGT2	A00791208	Latitude 3390 2-in-1	2018
MPBS-STAFF-L115		HYGVGT2	A00791203	Latitude 3390 2-in-1	2018
MPBS-STAFF-L135	MPBS-STAFF-L135	DYGVGT2	A00791202	Latitude 3390 2-in-1	2018
MPBS-STAFF-L118	MPBS-STAFF-L179	2ZGVGT2	A00791193	Latitude 3390 2-in-1	2018
MPBS-STAFF-L119	MPBS-STAFF-L188	9ZGVGT2	A00791209	Latitude 3390 2-in-1	2018
MPBS-STAFF-L120	MPBS-STAFF-L158	8YGVGT2	A00791192	Latitude 3390 2-in-1	2018
MPBS-STAFF-L121	MPBS-STAFF-L176	6ZGVGT2	A00791205	Latitude 3390 2-in-1	2018
MPBS-STAFF-L122	MPBS-STAFF-L168	5YGVGT2	A00791195	Latitude 3390 2-in-1	2018
MPBS-STAFF-L123	MPBS-STAFF-L172	82GVGT2	A00791207	Latitude 3390 2-in-1	2018
MPBS-STAFF-L124	MPBS-STAFF-L171	GYGVGT2	A00791211	Latitude 3390 2-in-1	2018

Office of the New York State Comptroller
 **NYSLRS**
 New York State and Local Retirement System
 110 State Street, Albany, New York 12244-0001

Please type or print clearly
 in blue or black ink

Employer Location Code

Received Date

Standard Work Day Resolution for Employees*

See Instructions for completing form on reverse side

RS 2418

(Rev.05/22)

BE IT RESOLVED, that the Mt. Pleasant Blythedale UFSD, Location code 75561, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day (Hrs/day)
School Treasurer	8

On this _____ day of _____, 20__

 (Signature of Clerk) Date enacted: _____

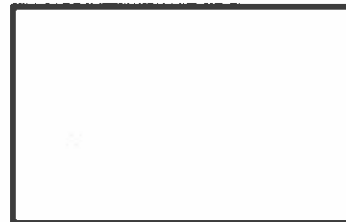
I, _____, clerk of the governing board of the _____
 (Name of Employer)

of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the _____ day of _____, 20__ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of _____ members, and that _____ of such members were present at such meeting and that _____ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I hereunto
 Set my hand and the seal of the

 (Name of Employer)



(seal)

*To be used for all employees. Please list Elected and Appointed Officials on the form Standard Workday and Reporting Resolution for Elected and Appointed Officials (RS2417-A).

For important information and instructions – See Back Page



March 15, 2024

Mount Pleasant Blythedale UFSD
95 Bradhurst Avenue
Valhalla, NY 10595

Dear Board of Education:

**LICENSING AND MAINTENANCE AGREEMENT BETWEEN
ED-DATA AND MOUNT PLEASANT BLYTHEDALE UFSD**

Educational Data Services, Inc. will perform ministerial duties that will maintain and coordinate the district's supply requirements and inclusion in the NY/Island Cooperative Bid. The coordination and maintenance of the requirements include:

1. Coordinate district supply requirements for inclusion in the New York/Island Cooperative Bid as per attached Resolution.
2. Prepare a summary of bid results (in either electronic or print format) which will include the following:
 - List of low bid items by location with a summary of items ordered by vendor, number of items ordered, and total amount ordered.
 - Summary by vendors showing the number of items ordered by vendor, and amount ordered by location with vendor bid terms such as minimum orders, freight charges and other transactions (if applicable)
 - Summary of totals by school locations.
3. Upon receipt of finalized district review of bid results which may include changes of vendor or quantities from the district, prepare recommendations of awards and purchase orders on district purchase order forms based upon district review.



In addition to the above, Educational Data Services, Inc. agrees to provide to the Board of Education through the licensing and maintenance agreement outlined below, access to their proprietary software for district use.

The proprietary software license will allow:

1. Complete district access to all cooperative bid pricing for NY/Island Cooperative Bid.
2. Online awarded vendor catalogs for NY/Island Cooperative Bid.
3. Construction of customized district requisitions for NY/Island Cooperative Bid.
4. Customized district management and budget reports for NY/Island Cooperative Bid.
5. District approvals
6. Preparation of all purchase orders for NY/Island Cooperative Bid.

Educational Data Services, Inc. will maintain and prepare for the district:

1. Customized district user lists
2. Customized district bid calendar
3. Customized individual district user web sites
4. Access to previous year's requisitions
5. District accounting information
6. District award letters and awarded vendor bid pricing
7. District accounting software interfaces for encumbrances.
8. Preparation of District Purchase Orders
9. Follow up with all awarded cooperative vendors

The above program will be administered and offered to the district in a web-based format, in a printed format or a combination thereof, based upon the district's needs and requests.

The categories covered under this licensing and maintenance agreement are as follows:

Athletic Supplies, Audio Visual Supplies & Equipment, Classroom/Office Supplies, Copy Duplicator Paper, Computer/Toner Supplies & Accessories, Custodial Supplies, Elementary Science Supplies, Family/Consumer Science Supplies, Fine Art Supplies, Health Supplies, Library Supplies, Music Supplies, Physical Education Supplies, Photography Supplies, Science Supplies, Technology Supplies, along with other categories mutually agreed upon by the district and Educational Data Services, Inc.



The Agreement is for services July 1, 2024 thru June 30, 2025 which includes bulk supply purchases for the 2025-2026 school year.

The administration and licensing and maintenance fee for the above NY/Island Cooperative Bid will be: **\$1,100.00**

Educational Data Services, Inc. guarantees the savings to be greater than the fee amount.

Additional categories can be added at a mutually agreed upon price.

Very truly yours,

A handwritten signature in black ink, appearing to read 'GL', is centered below the text 'Very truly yours,'.

Gerard Livelli
Educational Data Services, Inc.

Approved by: _____ Date: _____

Payment Schedule: Upon Signing



March 15, 2024

Mount Pleasant Blythedale UFSD
95 Bradhurst Avenue
Valhalla, NY 10595

Dear Board of Education:

TIME & MATERIAL BID PACKAGE ENROLLMENT

Prepared for:
MOUNT PLEASANT BLYTHEDALE UFSD

Scope: Educational Data Services, Inc. proposes enrollment in the cooperative's Time & Material Program covering skilled trades, maintenance services, athletic reconditioning, compliance services, and ancillary school-based services where applicable by county Ed-Data will provide:

- Access to awarded vendors, bid results, and supporting documentation through our web-based Procurement Management System.
- Help desk support to all users.
- User database maintenance.
- Customer service support for vendor related issues.

Rate: \$2,100.00 from April 1, 2025 through March 31, 2026. The program will be activated upon signing and is renewable on April 1, 2026.

Purchasing Agent:

Buildings and Grounds Director:

Submitted & Approved by:

Date: / /

NEW YORK/ISLAND
COOPERATIVE BID RESOLUTION:

WHEREAS, it would be in the joint interest (**MOUNT PLEASANT BLYTHEDALE UFSD**) and the following:

SEE ATTACHED LISTING

To participate in cooperative bids for the purchase of various supplies, services, materials and equipment, as Advertised by and awarded by the Clarkstown Central School District acting as the Lead Agency, as provided by General Municipal Law Section 119-0 and,

WHEREAS, each BOARD retains the legal authority to contract with the successful Vendor(s) and shall not be bound by purchase contracts or other agreements made by the other BOARD(S), therefore

BE IT RESOLVED, that the BOARD OF EDUCATION of (**MOUNT PLEASANT BLYTHEDALE UFSD**) hereby agrees to participate with the attached named school districts in such cooperative bids.

Business Administrator

School District

Date of Board Meeting: _____

NY/ISLAND COOPERATIVE BID PROGRAM

AGREEMENT

WHEREAS, General Municipal Law Section 119-0 specifically authorizes municipal Corporations and school districts to enter into agreements for “purchasing and making of contracts;” and

WHEREAS, the attached school district listing has explored and supported the establishment of a municipal cooperative purchasing group; and

WHEREAS, the parties hereto desire a municipal cooperative purchasing group to effect economies in the purchasing and making contracts for materials, supplies and public works; and

WHEREAS, the governing bodies of the parties hereto have approved this cooperative purchasing arrangement by appropriate resolution.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, it is mutually agreed as follows:

- 1. A municipal cooperative purchasing group to be known as the “NY/Island Cooperative Bid” (Purchasing Group) has been established.**
- 2. Membership in such Purchasing Group shall be available to any school district or municipal Corporation in New York State, which, by appropriate resolution, adopts the provisions of this agreement.**
- 3. The members of the Purchasing Group shall adopt such rules, regulations and procedures in the conformity with New York State bidding laws to effectuate the purposes of this Agreement.**
- 4. The Purchasing Group may enter into agreements with contractors to assist the Purchasing Group in carrying out the purposes of this Agreement.**
- 5. The Clarkstown Central School District shall serve as Lead Agency for the Purchasing Group.**
- 6. Educational Data Services will serve as the Administrative Agent for the Purchasing Group to perform those ministerial functions required as per the Lead Agency.**



NY Cooperative Member List

Albany County

Albany City School District
Bethlehem Central School District
Green Island Union Free School District
Ravena-Coeymans-Selkirk Central CSD

Allegany County

Canaseraga Central School District

Cattaraugus County

Salamanca City Central School District

Cayuga County

Auburn Enlarged City School District
Cato-Meridian Central School District
Port Byron Central School District
Southern Cayuga Central School

Columbia County

New Lebanon Central School District

Cortland County

Cortland Enlarged City School District
Homer Central School District

Dutchess County

Arlington Central School District
Dover Union Free School District
Hyde Park Central School District
Pawling Central School District
Red Hook Central Schools
Rhinebeck Central School District

Essex County

Boquet Valley Central School District
Ticonderoga Central School District

Franklin County

Brushton-Moira Central School District
Chateaugay Central School District
Malone Central School District

Franklin County (Cont.)

Salmon River Central School District
Saranac Lake Central School
St. Regis Falls Central School District

Fulton County

Broadalbin-Perth Central School District
Gloversville Enlarged School District
Greater Johnstown School District

Jefferson County

Alexandria Central School District
Thousand Islands Central School District

Madison County

DeRuyter Central School

Nassau County

Baldwin Union Free School District
Bellmore Union Free School District
Bellmore-Merrick Central High School District
Bethpage Union Free School District
Carle Place Schools
East Meadow School
East Rockaway School District
East Williston School District
Elmont Union Free School District
Farmingdale School District
Franklin Square Union Free School District
Freeport Public Schools
Garden City Public Schools
Great Neck Public Schools
Hempstead Union Free School District
Herricks Public School
Hewlett-Woodmere Public Schools
Hicksville Public Schools
Island Park Public Schools
Island Trees School District
Jericho Union Free School District
Lawrence Union Free School District
Levittown Public Schools
Locust Valley Central School District

Nassau County (Cont.)

Long Beach City School District
Lynbrook Public Schools
Malverne Union Free School District
Manhasset Public Schools
Massapequa Public Schools
Merrick Union Free School District
Mineola Union Free School District
New Hyde Park-Garden City Park UFSD
North Bellmore School District
North Merrick Union Free School District
North Shore Schools
Oceanside School District
Oyster Bay-East Norwich Public Schools
Plainedge Public Schools
Plainview-Old Bethpage Central School District
Port Washington Union Free School District
Rockville Centre Union Free School District
Roslyn Public Schools
Seaford Union Free School District
Syosset Central School District
Uniondale Union Free School District
Valley Stream 13 School District
Valley Stream Central High School District
Valley Stream District 30
Wantagh Union Free School District
West Hempstead Union Free School District
Westbury Union Free School District

Niagara County

North Tonawanda City Schools

Oneida County

Rome City School District

Onondaga County

Fabius-Pompey Central School District
Marcellus Central School District
Skaneateles Central School District

Ontario County

Bloomfield Central School District
Canandaigua City School District
Gorham-Middlesex CSD (Marcus Whitman)
Honeoye Central School District

Ontario County (Cont.)

Manchester-Shortsville CSD
Naples Central School District
Phelps-Clifton Springs CSD

Orange County

Greenwood Lake UFSD
Middletown Enlarged City School District
Minisink Valley Central School District
Monroe-Woodbury Central School District
Newburgh Enlarged City School District
Pine Bush Central School District

Putnam County

Brewster Central School District
Carmel Central School District
Haldane Central School District
Mahopac Central School District

Rensselaer County

Averill Park Central School District
Berlin Central School District
Brunswick-Brittonkill CSD
Hoosick Falls Central School District
Lansingburgh Central School District

Rockland County

Clarkstown Central School District
East Ramapo Central School District
Nanuet Union Free School District
North Rockland Central School District
Nyack Public Schools
Pearl River School District
Rockland BOCES
South Orangetown Central School District
Suffern Central School District

Saint Lawrence County

Colton-Pierrepont Central School

Saratoga County

Burnt Hills-Ballston Lake CSD
Corinth Central School District
Galway Central School District
Mechanicville City School District
Saratoga Springs City School District

Saratoga County (Cont.)

Schuylerville Central School District
South Glens Falls Central School District
Stillwater Central School District
Waterford-Halfmoon UFSD

Schenectady County

Schenectady City School District
Scotia-Glenville Central School District

Schoharie County

Cobleskill-Richmondville CSD
Middleburgh Central School District
Schoharie Central School District

Seneca County

Seneca Falls Central School District

Steuben County

Addison Central School District
Arkport Central School District
Hammondsport Central School District
Hornell City School District
Jasper-Troupsburg Central School District

Suffolk County

Amityville Union Free School District
Babylon Union Free School District
Bay Shore Schools
Bayport-Blue Point School District
Brentwood Union Free School District
Center Moriches School District
Central Islip School District
Cold Spring Harbor Central School District
Comsewogue School District
East Hampton Union Free School District
East Islip Union Free School District
East Quogue Union Free School District
Eastport-South Manor CSD
Elwood Union Free School District
Half Hollow Hills Central School District
Hampton Bays Public Schools
Huntington Public Schools
Islip School District

Suffolk County (Cont.)

Kings Park Central School District
Lindenhurst Union Free School District
Longwood Central School District
Mattituck-Cutchogue UFSD
Middle Country Central School District
Miller Place School District
Mount Sinai School District
North Babylon School District
Northport-East Northport UFSD
Patchogue-Medford School District
Port Jefferson School District
Riverhead Central School District
Rocky Point Union Free School District
Sag Harbor Union Free School District
Sayville Public Schools
Shoreham-Wading River CSD
Smithtown Central School District
South Country Central School District
South Huntington UFSD
Southold Union Free School District
Three Village Central School District
West Babylon School District
Westhampton Beach School District
William Floyd School District
Wyandanch Union Free School District

Tioga County

Spencer-Van Etten Central School District

Ulster County

Kingston City School District
Marlboro Central School District
New Paltz Central School District
Saugerties Central School District
Wallkill Central School District

Warren County

Bolton Central School District
Glens Falls City Schools
Hadley-Luzerne Central School District
Lake George Central School District
Queensbury Union Free School District
Warrensburg Central School

Washington County

Argyle Central School District
Cambridge Central School District
Fort Ann Central School District
Fort Edward Union Free School District
Granville Central School District
Greenwich Central School District
Hartford Central School District
Washington-Saratoga-Warren-Hamilton-Essex BOCES
Whitehall Central School District

Wayne County

Gananda Central School District
Marion Central School District
North Rose-Wolcott CSD
Wayne Central School District
Williamson Central School

Westchester County

Ardsley Union Free School District
Bedford Central School District
Blind Brook-Rye Union Free School District
Briarcliff Manor Union Free School District
Bronxville Union Free School District
Byram Hills Central School District
Chappaqua Central School District
Charter School of Educational Excellence
Croton-Harmon Union Free School District
Dobbs Ferry School District
Eastchester Union Free School District
Edgemont School District
Greenburgh Central School District
Harrison Central School District
Hastings-on-Hudson UFSD
Hawthorne Cedar Knolls UFSD
Hendrick Hudson School District
Irvington Union Free School District
Katonah-Lewisboro School District
Lakeland Central School District
Mamaroneck Union Free School District
Mount Pleasant Central School District
Mount Pleasant Cottage UFSD
Mount Vernon City School District
New Rochelle City School District
North Salem Central School District
Ossining Union Free School District

Westchester County (Cont.)

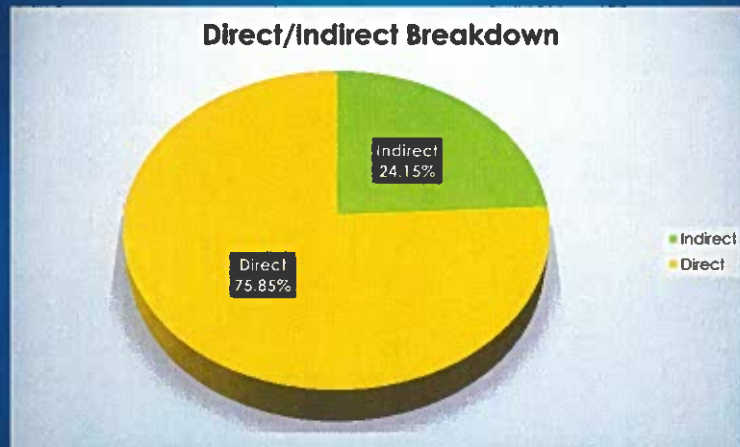
Peekskill City School District
Pelham Union Free School District
Pleasantville Union Free School District
Port Chester Rye Union Free School District
Putnam-North Westchester BOCES
Rye City School District
Rye Neck Schools
Scarsdale Public Schools
Somers Central School District
Tuckahoe Union Free School District
White Plains Public Schools
Yonkers Public School
Yorktown Central School District

Mount Pleasant Blythedale Proposed General Fund Budget 2024-2025

Projected Revenue

Revenue Source	Projected Census	Tuition Rate	Total Revenue
K-12	130	\$67,162	\$8,731,060
Pre-K	24	\$48,529	\$1,164,696
SEIS	2	\$50.00/session	\$21,600
Off-Setting Revenue (E-rate, Boces Aid)	N/A	N/A	\$150,000
Total	N/A	N/A	\$10,067,356

Projected Expenses



Building Projects

- ▶ Wi-Fi Upgrade*
- ▶ Social Studies Classroom Enclosure*
- ▶ Elevator*
- ▶ Flooring – Dependent on enrollment and tuition rate

* If not completed within 23-24 Budget

Benefit Costs

5

- ▶ Health Care - \$72,297 Increase
 - ▶ SWSCHP 10 % Increase
- ▶ TRS - \$32,284.12 Increase (\$8,558.12 Net Increase)
 - ▶ Employer contribution rate increase from 9.76% to 10.02%
- ▶ ERS - \$31,865.06 Increase (\$11,111.42 Net Increase)
 - ▶ Employer contribution rate increase from 15.00% to 15.96% in Tier 3 & 4 and from 9.1% to 10.1% in Tier 6.
- ▶ Health Care and Retiree Contribution Benefits Total - \$ 1,569,909.12

Staffing Additions

6

- ▶ PPS Director
- ▶ Treasurer
- ▶ Teacher (Subject to student need)
- ▶ Clerical (Replacing January Retirement)
- ▶ Per Diem Substitutes (Subject to interns)

Instructional Enhancements

7

- ▶ Reading A to Z – (Teacher approval)
- ▶ Standards based curriculum resources
 - ▶ I.e. Unique Learning Systems
- ▶ Instructional Coaches
- ▶ Expand Professional Development Opportunities

ANY
QUESTIONS?



WORKPLACE VIOLENCE PREVENTION

The District and all employees are responsible for helping to create an environment of mutual respect for each other, as well as students, parents, and other visitors and for assisting in maintaining a safe and secure work environment. Workplace violence is unacceptable and will not be tolerated.

Workplace violence is defined as any physical assault or act of aggressive behavior occurring where employees perform any work-related duty in the course of their employment including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without their consent that causes some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

All employees are responsible for notifying their supervisor or their Building Principal of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received. All acts of workplace violence will be promptly and thoroughly investigated, and appropriate action will be taken, including contacting law enforcement where necessary.

The District will develop and implement a Workplace Violence Prevention Program (“Program”) in compliance with §27-b Labor Law and its implementing regulations. As part of the process, the District will conduct an evaluation to identify likely potential risks of violence in the workplace. Employee representatives will be involved in evaluating the physical environment, developing the Program and reviewing workplace violence incident reports at least annually to identify trends in the types of incidents reported and the effectiveness of mitigating actions taken. The Program will include elements required by law and regulation, including:

- the risk factors present in the workplace;
- the methods the District will use to prevent incidents of violence in the workplace;
- the methods and means by which the District will address specific identified hazards;
- a system to report workplace violence incidents in writing;
- a written outline for employee training; and
- a plan for annual program review.

Employee Notice and Training

As required by law, at the time of initial assignment and regularly thereafter, all employees will participate in a Workplace Violence Prevention Training Program and be informed of the requirements of Labor Law §27-b, the risk factors identified in the workplace, and the location of the district’s Workplace Violence Prevention Program.

The training will include:

- a. the details of the workplace violence prevention program;
- b. the measures they can take to protect themselves from risks of violence; and
- c. the specific procedures the district has implemented to protect employees (such as appropriate work practices, emergency procedures, and the use of security alarms).

This policy will be posted where notices to employees are normally posted.

Reference: Labor Law §27-b; 12 NYCRR §800.6

SUBJECT: LEAVES OF ABSENCE

In general, leaves of absence will be administered by the Superintendent. The Board reserves the right to grant leaves of absence for purposes or under conditions not contemplated or considered in the policy statement. Where a leave of absence is falsely requested or improperly used, the Board may undertake appropriate disciplinary action. The purpose or conditions of a leave of absence may not be altered except by permission of the Superintendent, as expressed in writing.

Leaves of Absence, Contractual, Et Al.

- a) Employees who are members of a negotiating unit:

Authorization is granted to approve requests for leaves of absence submitted in accordance with provisions of contracts in effect between the District and each bargaining unit.

- b) Employees who are not members of a negotiating unit:

Authorization is granted to approve requests for leaves of absence submitted by these employees where the requests are consistent with provisions of contracts in effect between the District and the bargaining unit most compatible with the employment status of the employee.

- c) Employees who are under contract to the District:

Authorization is granted to implement provisions for leaves of absence contained in each contract.

Leaves of Absence, Unpaid, Not Covered Above

- a) Subject to limitations enumerated in this policy statement, authorization is granted for the following unpaid leaves of absence:

1. For a period of time not to exceed one school year for approved graduate study, this leave to include any required internship experience.
2. At the expiration of a paid sick leave of absence, this leave may be extended for a period of time not longer than the end of the school year after the school year in which the paid leave of absence began.

- b) Unpaid leaves of absence cannot be used to extend vacation periods, to take vacations, to engage in other occupations, or to provide additional personal leaves, except that the Superintendent will have discretion, where circumstances warrant, to approve leaves of absence for those purposes.

- c) Unpaid leaves of absence will not be granted unless the services of a substitute employee, satisfactory in the discretion of the Superintendent, can be secured.

(Continued)

Personnel

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

- d) Except where it interferes with an employee's legal or contractual rights, the timing of unpaid leaves of absence will be granted at the convenience of the District.

Other Leaves of Absence

Other leaves of absence include, but are not limited to, the following:

- a) Emergency Service Volunteer Leave

Upon presentation of a written request from the American Red Cross and with the approval of the Superintendent, employees certified by the American Red Cross as disaster volunteers will be granted leave from work with pay for up to 20 days in any calendar year to participate in specialized disaster relief operations. This leave will be provided without loss of seniority, compensation, sick leave, vacation leave, or other overtime compensation to which the volunteer is otherwise entitled.

- b) Screenings for Cancer

Employees will be granted up to four hours of paid leave on an annual basis to undertake a screening for cancer. This leave will be excused leave and will not be charged against any other leave to which the employee is entitled.

- c) Blood Donation

The District must either, at its option:

1. Grant three hours of unpaid leave of absence in any 12-month period to an employee who seeks to donate blood off-premises. The leave may not exceed three hours unless agreed to by the Superintendent or designee; or
2. Allow its employees without use of accumulated leave time to donate blood during work hours at least two times per year at a convenient time and place set by the Superintendent or designee, including allowing an employee to participate in a blood drive at the District.

Leave taken by employees at a District-designated donation alternative (such as a District-sponsored blood drive at the workplace) must be paid leave that is provided without requiring the employee to use accumulated vacation, personal, sick, or other leave time.

The District will not retaliate against an employee for requesting or obtaining a leave of absence under this section. Additional leaves for the purpose of blood donation under any other provision of law will not be prevented.

(Continued)

Personnel

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

d) Bone Marrow Donation

Employees seeking to undergo a medical procedure to donate bone marrow will be granted leaves to do so, the combined length of the leaves to be determined by the physician, but may not exceed 24 work hours unless agreed to by the Superintendent or designee. The District will require verification for the purpose and length of each leave requested by the employee for this purpose.

The District will not retaliate against an employee for requesting or obtaining a leave of absence under this section. Additional leaves for the purpose of bone marrow donation under any other provision of law will not be prevented.

e) Nursing Mothers (Breastfeeding/Lactation)

The District will provide reasonable unpaid break time or permit the use of paid break time or meal time to allow an employee to express breast milk for their nursing child each time the employee has reasonable need to express breast milk for up to three years following childbirth.

Upon employee request, the District will designate a room or other location to be used by the employee to express breast milk which will be in close proximity to the work area, well lit, shielded from view, and free from workplace or public intrusion. The location will, at a minimum, contain a chair, a working surface, nearby access to clean running water, and an electrical outlet. The location will not be a restroom or toilet stall. The District will provide access to refrigeration for the purposes of storing expressed milk.

If the sole purpose of the location is not dedicated for use by employees to express breast milk, the location will be made available to employees when needed and will not be used for any other purpose while in use. The District will provide notice to all employees as soon as practicable when the location has been designated for use by employees to express breast milk.

At the employee's option, the District will allow the employee to work before or after their normal shift to make up the amount of time used during the unpaid break time(s) so long as the additional time requested falls within the District's normal work hours.

The District will provide a written notification regarding the rights of nursing employees to express breast milk in the workplace to each employee upon hire, annually thereafter, and to employees returning to work following the birth of a child. This notice will be based on a written policy developed by the Commissioner of Labor and will at a minimum:

1. Inform employees of their rights pursuant to law;

(Continued)

Personnel

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

2. Specify how a request may be submitted to the District for a room or other location for use by an employee to express breast milk;
3. Require the District to respond to requests within a reasonable time frame that is not to exceed five business days.

The District will not discriminate or retaliate against an employee who chooses to express breast milk in the workplace.

f) **Witnesses or Victims of Crimes**

The District will grant an unpaid leave of absence to an employee, who is a victim of or a witness to a criminal offense, that is required or chooses to appear as a witness, consult with the district attorney, or exercise their rights as provided in the Criminal Procedure Law, the Family Court Act, and the Executive Law.

To use this leave, the employee must provide notice of the need for leave at any time prior to the actual day of leave. The District is permitted to ask the party who sought the attendance or testimony of the employee to provide verification of the employee's service. Employees will not be penalized or discharged for absences by reason of a required appearance as a witness in a criminal proceeding, or consultation with the district attorney, or exercising their rights as provided under the law.

g) **Victims of Domestic Violence**

Unless the absence would cause an undue hardship to the District, the District will provide reasonable accommodations to employees who are victims of domestic violence who must be absent from work for a reasonable time in accordance with law.

An employee availing themselves of this leave must provide the District with reasonable advance notice, unless providing this notice is not feasible. An employee unable to provide reasonable advance notice must, within a reasonable time after the absence, provide a certification to the District when requested.

To the extent allowed by law, the District will maintain the confidentiality of any information related to an employee's status as a victim of domestic violence.

h) **Military Leave**

The District will comply with state and federal laws regarding military leave and re-employment.

(Continued)

Personnel

SUBJECT: LEAVES OF ABSENCE (Cont'd.)

i) Jury Duty

As provided by law, any employee who is summoned to serve as a juror and who notifies the District to that effect prior to their term of service will not, on account of absence by reason of jury service, be subject to discharge or penalty. The District will ensure that all absences for this purpose are granted in accordance with law and the terms of any applicable collective bargaining agreement.

j) Voting

Employees who are registered voters and have four consecutive hours either between the opening of the polls and the beginning of their working shift, or between the end of their working shift and the closing of the polls, will be deemed to have sufficient time to vote and will therefore not be eligible for paid leave to vote in any election.

Employees who are registered voters, and do not have sufficient time outside of their working hours to vote in any election, may without loss of pay for up to two hours, take so much time off as will, when added to their voting time outside of their working hours, enable them to vote. The employee will be allowed time off for voting only at the beginning or the end of their working shift, as the District may designate, unless otherwise mutually agreed.

Employees requiring working time off to vote must notify the District not more than ten or less than two working days before the day of the election.

The District must post a notice informing employees of their right to leave in order to vote not less than ten working days before an election and until polls close on election day. This notice will be conspicuously posted in a place where it can be seen by employees as they come and go to their place of work.

29 USC Section 218d

Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USC Sections 4301-4333

Civil Service Law Sections 71-73 and 159-b

Education Law Sections 1709(16), 2509(6), 2573(12), 3005, 3005-a and 3005-b

Election Law Section 3-110

Executive Law Section 296(22)

General Municipal Law Sections 92, 92-c, and 92-d

Judiciary Law Sections 519 and 521

Labor Law Sections 202-a, 202-i, 202-j, 202-l, and 206-c

Military Law Sections 242 and 243

Penal Law Section 215.14

Adoption Date

SUBJECT: TIMEOUT AND PHYSICAL RESTRAINT**Overview**

The District prohibits the use of corporal punishment, aversive interventions, and seclusion. The District authorizes the limited use of timeout and physical restraint in schools to address student behaviors subject to conditions in law, regulation, and this policy.

Definitions

For purposes of this policy, the following definitions apply:

- a) "Aversive intervention" means an intervention that is intended to induce pain or discomfort for the purpose of eliminating or reducing student behavior, including interventions such as:
 - 1. Contingent application of noxious, painful, intrusive stimuli or activities;
 - 2. Strangling, shoving, deep muscle squeezes, or other similar stimuli;
 - 3. Any form of noxious, painful, or intrusive spray, inhalant, or tastes;
 - 4. Contingent food programs that include the denial or delay of the provision of meals or intentionally altering staple food or drink in order to make it distasteful;
 - 5. Movement limitation used as a punishment, including, but not limited to, helmets and mechanical restraints; or
 - 6. Other stimuli or actions similar to the interventions described in this definition.

Aversive intervention does not include interventions such as: voice control, limited to loud, firm commands; time-limited ignoring of a specific behavior; token fines as part of a token economy system; brief physical prompts to interrupt or prevent a specific behavior; interventions medically necessary for the treatment or protection of the student; or other similar interventions.

- b) "Corporal punishment" means any act of physical force upon a student for the purpose of punishing that student. The term does not include the use of physical restraints to protect the student, another student, teacher, or any other person from physical injury when alternative procedures and methods not involving the use physical restraint cannot reasonably be employed to achieve these purposes.
- c) "De-escalation" means the use of a behavior management technique that helps a student increase control over their emotions and behavior and results in a reduction of a present or potential level of danger to the student or others.

(Continued)

SUBJECT: TIMEOUT AND PHYSICAL RESTRAINT (Cont'd.)

- d) "Mechanical restraint" means the use of any device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include devices implemented by trained school personnel, or utilized by a student, that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:
 - 1. Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
 - 2. Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
 - 3. Restraints for medical immobilization; or
 - 4. Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.
- e) "Multi-tiered system of supports" means a proactive and preventative framework that utilizes data to inform instruction and the allocation of services to maximize achievement for all students and support students' social, emotional, and behavioral needs from a culturally responsive and strength-based perspective.
- f) "Physical escort" means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location.
- g) "Physical restraint" means a personal restriction that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Physical restraint does not include a physical escort or brief physical contact and/or redirection to promote student safety, calm or comfort a student, prompt or guide a student when teaching a skill or assisting a student in completing a task, or for other similar purposes.
- h) "Prone restraint" means physical or mechanical restraint while the student is in the face down position.
- i) "Seclusion" means the involuntary confinement of a student alone in a room or space that they are physically prevented from leaving or they may perceive that they cannot leave at will. Seclusion does not include timeout.

(Continued)

Students

SUBJECT: TIMEOUT AND PHYSICAL RESTRAINT (Cont'd.)

- j) "Timeout" means a behavior management technique that involves the monitored separation of a student in a non-locked setting and is implemented for the purpose of de-escalating, regaining control, and preparing the student to meet expectations to return to their education program. Timeout does not include:
 - 1. A student-initiated or student-requested break to utilize coping skills, sensory input, or self-regulation strategies;
 - 2. Use of a room or space containing coping tools or activities to assist a student to calm and self-regulate, or the use of such intervention strategies consistent with a student with a disability's behavioral intervention plan;
 - 3. A teacher removal, in-school suspension, or any other appropriate disciplinary action.

Prohibition of the Use of Corporal Punishment, Aversive Interventions, and Seclusion

No teacher, administrator, officer, employee, or agent of the District will use the following against a student:

- a) Corporal punishment;
- b) Aversive interventions; or
- c) Seclusion.

Agent includes, but is not limited to, school resource officers, except when a student is under arrest and handcuffs are necessary for the safety of the student and others.

Authorized Limited Use of Timeout and Physical Restraint

Positive, proactive, evidence-based, and research-based strategies through a multi-tiered system of supports will be used to reduce the occurrence of challenging behaviors, eliminate the need for the use of timeout and physical restraint, and improve school climate and the safety of all students.

Timeout and physical restraint may be used only when:

- a) Other less restrictive and intrusive interventions and de-escalation techniques would not prevent imminent danger of serious physical harm to the student or others;
- b) There is no known medical contraindication to its use on the student; and
- c) Staff using the interventions have been trained in its safe and appropriate application.

(Continued)

SUBJECT: TIMEOUT AND PHYSICAL RESTRAINT (Cont'd.)

Timeout and physical restraints will not be used as discipline or punishment, retaliation, or as a substitute for positive, proactive intervention strategies that are designed to change, replace, modify, or eliminate a targeted behavior.

Timeout

The following rules apply to the use of timeout in the District:

- a) Timeout will only be used in the following situations:
 - 1. A situation that poses an immediate concern for the physical safety of the student or others; or
 - 2. In conjunction with a behavioral intervention plan that is designed to teach and reinforce alternative appropriate behaviors.
- b) A room or physical space used for timeout may be located either within or outside of a classroom. The room or physical space will:
 - 1. Be unlocked, and any door must be able to be opened from the inside. The use of locked rooms or physical spaces is prohibited.
 - 2. Provide a means for continuous visual and auditory monitoring of the student. The use of a room where the student cannot be continuously observed and supervised is prohibited.
 - 3. Be of adequate width, length, and height to allow the student to move about and recline comfortably.
 - 4. Be clean and free of objects and fixtures that could be potentially dangerous to a student.
 - 5. Meet all local fire and safety codes.
 - 6. Have wall and floor coverings that, to the extent practicable, are designed to prevent injury to the student.
 - 7. Have adequate lighting and ventilation.
 - 8. Have a temperature that is within the normal comfort range and consistent with the rest of the building.

(Continued)

Students

SUBJECT: TIMEOUT AND PHYSICAL RESTRAINT (Cont'd.)

- c) When a student is in a timeout room or space, staff will continuously monitor the student.
- d) Any staff functioning as timeout monitors will be trained in accordance with law and regulation.
- e) Staff will return the student to their educational program as soon as the student has safely deescalated, regained control, and is prepared to meet expectations.

The following additional rules apply to the use of timeout in conjunction with a behavioral intervention plan:

- a) The District will ensure that timeout is used consistent with the rules for the use of timeout listed above.
- b) The student's individualized education program (IEP) will specify when a behavioral intervention plan includes the use of timeout, including the maximum amount of time a student will need to be in timeout as a behavioral consequence as determined on an individual basis in consideration of the student's age and individual needs.
- c) Prior to the initiation of a behavioral intervention plan that will incorporate the use of timeout, the District will inform the student's parents or persons in parental relation and give them the opportunity to see the room or physical space that will be used.
- d) Prior to the initiation of a behavioral intervention plan that will incorporate the use of timeout, the District will give the student's parents or persons in parental relation a copy of this policy.

Physical Restraint

Physical restraint will only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others.

(Continued)

Students

SUBJECT: TIMEOUT AND PHYSICAL RESTRAINT (Cont'd.)

The following rules apply to the use of physical restraint in the District:

- a) The type of physical restraint used will be the least restrictive technique necessary and be discontinued as soon as the imminent danger of serious physical harm has resolved.
- b) Physical restraint will never be used in a manner that restricts the student's ability to breathe or communicate or harms the student.
- c) The use of prone restraint is prohibited.
- d) Physical restraint will not be used as a planned intervention on a student's individualized education program, Section 504 accommodation plan, behavioral intervention plan, or other plan developed for a student by the District.
- e) Physical restraint will not be used to prevent property damage except in situations where there is imminent danger of serious physical harm to the student or others and the student has not responded to positive, proactive intervention strategies.
- f) Physical restraints will be administered only by staff who have received the legally required training.
- g) Following a physical restraint, if an injury has been sustained or believed to have been sustained, the school nurse or other medical personnel (i.e., physician, physician assistant, or a nurse practitioner) will evaluate the student to determine and document if any injuries were sustained during the incident.

(Continued)

SUBJECT: TIMEOUT AND PHYSICAL RESTRAINT (Cont'd.)**Notification Following the Use of Timeout, Physical Restraint, and/or Mechanical Restraint**

Parent(s) or person(s) in parental relation to the student will be notified on the same day when timeout, physical restraint, and/or mechanical restraint is used, including timeout used in conjunction with a student's behavioral intervention plan. When the student's parent or person in parental relation cannot be contacted, after reasonable attempts are made, the building principal or administrator will record the attempts. For students with disabilities, the building principal or administrator will report the attempts to the student's committee on preschool special education or committee on special education. The notification will offer the parent or person in parental relation the opportunity to meet regarding the incident.

Additionally, the District will provide the parent or person in parental relation with:

- a) A copy of this policy; and
- b) A copy of the documentation of the incident within three school days of the use of timeout and/or physical restraint.

Debriefing

As soon as practicable, after every incident in which timeout and/or a physical restraint is used on a student, a building administrator or designee will:

- a) Meet with the staff who participated in the use of timeout and/or physical restraint to discuss:
 - 1. The circumstances leading to the use of timeout and/or physical restraint;
 - 2. The positive, proactive intervention strategies that were utilized prior to the use of timeout and/or physical restraint; and
 - 3. Planning for the prevention and reduction of the future need for timeout and/or physical restraint with the student including, if applicable, whether a referral should be made for special education programs and/or other support services or, for a student with a disability, whether a referral for review of the student's individualized education program and/or behavioral intervention plan is needed; and
- b) Direct a school staff member to debrief the incident with the student in a manner appropriate to the student's age and developmental ability and to discuss the behavior(s), if any, that precipitated the use of timeout and/or physical restraint.

(Continued)

SUBJECT: TIMEOUT AND PHYSICAL RESTRAINT (Cont'd.)**Training**

All staff will receive annual training on the District's policies and procedures related to the use of timeout and physical restraint; evidence-based positive, proactive strategies; crisis intervention and prevention procedures and de-escalation techniques. Additionally, any staff who may be called upon to implement timeout or physical restraint, will receive annual, evidence-based training in safe and effective developmentally appropriate timeout and physical restraint procedures.

Notification

This policy will be made publicly available for review at the District's administrative offices and each school building. It will also be posted on the District's website.

Reporting

The District will submit an annual report on the use of physical restraint and timeout and substantiated and unsubstantiated allegations of use of corporal punishment, mechanical restraint, and other aversive interventions, prone physical restraint, and seclusion to the New York State Education Department, on a form and at a time prescribed by the Commissioner of Education in accordance with law and regulation. Additionally, the District will report this data for students for whom they are the district of residence and who are otherwise not reported.

Recordkeeping

The District will maintain documentation on the use of timeout and/or physical restraint, including timeout used in conjunction with a student's behavioral intervention plan, for each student. This documentation will include:

- a) The name and date of birth of the student;
- b) The setting and location of the incident;
- c) The name of the staff who participated in the implementation, monitoring, and supervision of the use of timeout and/or physical restraint and any other persons involved;
- d) A description of the incident including duration, and, for physical restraint, the type of restraint used;
- e) Whether the student has an individualized education program, Section 504 accommodation plan, behavioral intervention plan, or other plan developed for the student by the District;

(Continued)

SUBJECT: TIMEOUT AND PHYSICAL RESTRAINT (Cont'd.)

- f) A list of all positive, proactive intervention strategies utilized prior to the use of timeout and/or physical restraint and, for students with disabilities, whether those strategies were consistent with a student's behavioral intervention plan, if applicable;
- g) The details of any injuries sustained by the student or staff during the incident and whether the student was evaluated by the school nurse or other medical personnel;
- h) The date and method of notification to the parent or person in parental relation and whether a meeting was held; and
- i) The date of the debriefing held.

Documentation of the incident will be reviewed by supervisory personnel and, as necessary, the school nurse or other medical personnel.

Documentation of each incident will be maintained by the school and made available for review by the New York State Education Department upon request.

A record should be created for each instance of physical restraint or timeout, and for allegations concerning prohibited intervention types. Multiple event records during a day for a student would be created only:

- a) If a new situation occurs involving the student after the prior event had de-escalated and student had returned to the learning environment; or
- b) When a new restraint or intervention response type is employed during the event. For example, during an event, a staff person employed a physical restraint on a student, and the situation escalated to the point where a timeout was used. The addition of the timeout would constitute an additional event record beginning with that application.

The District will use this data collection to monitor patterns of use of timeout and physical restraint.

Review

The building administrator or designee will regularly review documentation on the use of timeout and physical restraint to ensure compliance with the District's policy and procedures. When there are multiple incidents within the same classroom or involving the same staff, the building administrator or designee shall take appropriate steps to address the frequency and pattern of use of timeout or physical restraint.