MINUTES

BOARD OF EDUCATION

VALLEY STREAM SCHOOL DISTRICT 24

BUSINESS MEETING February 28, 2024

WILLIAM L. BUCK SCHOOL 6:45 PM

<u>Members Present:</u> President LaRocco, Vice-President Hernandez, Trustee Herrera, Trustee Maier, Trustee Nunez, and Trustee Wilson

<u>Others Present</u>: Superintendent Karakas, Dr. Lisa Conte, Dr. Jack Mitchell, and School District Attorney

Absent With Prior Notice: Trustee Wheeler

I. DETERMINATION OF QUORUM & CALL TO ORDER – PRESIDENT LAROCCO

Having a quorum, the Business Meeting was called to order at 6:45 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 6:45 pm was made by Trustee Maier and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 7:25 pm by Trustee Maier and seconded by Vice-President Hernandez. Motion Unanimously carried.

The Business Meeting was reconvened at 7:30 pm, at the William L. Buck School by President LaRocco.

II. SALUTE TO THE FLAG

III. APPROVAL OF MINUTES: January 24, 2024, and February 7, 2024. Motion to approve the minutes made by Vice-President Hernandez and seconded by Trustee Wilson.

IV. WELCOME TO VISITORS: At this time the Board of Education welcomes questions or comments relative to the items on tonight's agenda.

V. CORRESPONDENCE REPORT-MS. JENNIE PADILLA, DISTRICT CLERK:

I have nothing to report at this time.

VI. SUPERINTENDENT REPORT – MR. UNAL KARAKAS

I want to start this month's update by first remembering Karen Brass, a speech teacher at Carbonaro School, who we recently lost. Please join me in a moment of silence to reflect on her impact and legacy at Valley Stream 24. Thank you!

I didn't get to share this at our last board meeting as the information came out right after it, but I did share it with our families in a letter that was sent out on Friday, January 26th as well as during the January video update. In great news, our 2023-24 school year accountability status is in good standing. All districts and schools that are in good standing receive a designation of Local Support and Improvement. I am proud that all three of our schools are designated as such, which means we are a district in good standing for this school year. This is wonderful news and we should all be so proud of our district.

At VS24, we firmly believe that student leadership is critical as we shape our students to be the leaders of tomorrow. I had shared with families that I've met with our Student Councils on Vision 2030, which is a future-focused vision that we are creating to ensure our students are prepared for the demands of the 21st Century. I also discussed our school lunch options. Recently though, I met again with RWC students who interviewed me to learn what it's like to be a leader of a district as they aspire to be student leaders and future leaders of our community and country. Meeting with the students and speaking about leadership brings me great joy as they prepare to be future leaders in our world.

Speaking of the power of student voice and leadership, I am proud to let our families know that that thanks to the feedback of our Student Council representatives, after reviewing our school lunch menus, we are beginning to tailor the menus to include more items that they enjoy seeing, as well as a brand new vegetarian meal option! This new menu begins March 1st. Fridays are Pizza Fridays, which our students expressed that they love pizza. Our staff is committed

to continuing to refine our menus with student voice. Thank you to our teachers leading Student Council, our Food Service workers, Nancy Jakobsen, who is an Account Clerk that works with our food service workers, for all helping with this initiative.

We had the honor of celebrating literacy during World Aloud Day this month. Guest mystery readers were invited inside our classrooms to read to our students. I had the pleasure of reading to Ms. Fitz Gerald's third-grade class, choosing the book "Ada Twist, Scientist." The students exhibited remarkable curiosity and shared insightful perspectives on fostering their own critical thinking skills. Thank you to all the mystery readers who came to our classrooms to read and build that love of literacy.

This month, we also celebrated Valentine's Day in our district by honoring our Veterans. We had Veteran George Catalanotto join us. We also had several legislators come and visit our district to collect cards our students made for veterans. It is always important to honor those who have served our country and we thank all of our schools for always thinking of our veterans.

PS I Love You Day is a day in which fostering a supportive environment and a community where everyone feels welcomed, loved, and included. Classrooms across our district honored this day by wearing purple and engaging in self-love and self-appreciation assemblies and activities. I thank every staff member for helping to build the self-esteem of our students and for always making our students feel included and valued.

Ray McNulty, from the Successful Practices Network, has been collaborating with our district to advance our Vision 2030 initiative. As you are aware, Vision 2030 represents our forward-looking vision that we are actively shaping. This week, we engaged in a half-day session with Ray during which the administrative team began crafting a preliminary vision statement together. This statement will undergo further refinement as we engage more stakeholders in the process throughout the next school year. Additionally, we will be introducing cornerstones to the vision, outlining the strategies for its implementation. This vision is a collective one, and the involvement of all stakeholders will be important. This is very exciting work that will greatly benefit our teachers, staff, and ultimately our schools and students!

Tomorrow, I will be having Coffee Hour with the Superintendent at WLB School at 6:30 pm. The month of March also has many important events, but these are just a few of them that I wanted to remind our families about. In the month of March,

we celebrate Women's History Month and the contributions women have made in our global society. Read Across America Day is March 2nd, and schools will celebrate this the week of March 4th since March 2nd is a Saturday. Report cards get distributed this month on March 13th. This year, for the first time, our district will also have two mid-year Parent Teacher Conferences on March 13th and March 20th. As our families were informed earlier in the school year, these days will be half-days. Dismissal will be at 11:30 am on the half-days. The month of March also starts Ramadan fasting for those in the religion of Islam. This starts around March 11th. I remember growing up fasting in fifth grade, and it's 30 days of fasting from sunrise to sunset where you cannot eat or drink. So, some of our older students may also be fasting during this month, and we will be mindful of that. There is also a District Hockey Game for sixth grade on March 21st at South High School's Gym. We look forward to a great match!

Now I am excited to introduce Principal Gaddy, our Principal at William L. Buck School, who will share with us a Black History Month Presentation with poetry and dancing!

PRESENTATIONS:

William L. Buck Student Presentation

Wow, what an incredible presentation! I thank all of our students and staff for such a strong showcasing of Black History Month. And that concludes the Superintendent's report.

VII. OTHER REPORTS:

A. VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT

There are three delegates from Valley Stream UFSD Twenty-Four on the Central High School Board of Education: Vice President Hernandez, Trustee Maier and Trustee Herrera.

Residency Hotlines:

Valley Stream School District 516-872-5677 Village of Valley Stream 516-592-5140 Town of Hempstead 516-584-5000

Trustee Herrera:

Valley Stream North, South and Central high schools earned top scores in the Advanced Placement School Honor Roll for 2023. This recognition honors high schools in which graduating cohorts have high levels of AP exam participation and proficiency. With North, south and Central earning the Silver recognition on the AP Honor Roll denoting a more than 50% participation rate in AP exams among the schools respective cohorts alongside the Access Award recognition. College preparation and expanding access to AP curriculum is a major focus for the central high school district. The recognition is a wonderful acknowledgment and something for our graduating students and families to look forward to. The Central High school is once again offering free PSAT and SAT exams to students in the 10th and 11th grade alongside a variety of free and discounted tutoring services in partnership with The Princeton Review. If you are interested in participating in any of these offered programs please make your way to the Valley Stream Central High School District page for further information. Robotics kicked off this month with their first club meeting. Students have the opportunity to learn and flex their engineering and programming skills. It's wonderful to see that our students from District 24 are able to carry over their interest and passions to the high school. We look forward to participating in various regional and national competitions.

Thank you Madam President that concludes my report

B. LEGISLATION REPORT - TRUSTEE NUÑEZ

On February 2, 2024 Valley Stream District 24 attended and participated in the virtual capital conference day, where we received a breakdown of the Governor's budget and its effect on local school districts. It was a great opportunity to collaborate with local school districts on ideas to maintain and enhance funding for our district.

On Saturday, March 9, 2024, our local legislators will be present at the Valley Stream Legislative breakfast. We encourage our community to attend. This is a great opportunity to meet and interact with our local legislators and have your voice be heard.

The Legislative breakfast is on Saturday, March 9, 2024 at 9 AM at Memorial Junior High School. Breakfast is prepared and served by our students in the culinary program in the Valley Stream Central High School.

VIII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL – VICE PRESIDENT HERNANDEZ

Vice President Hernandez 1st, to move A1-A8, Trustee Maier 2nd 6,0,0

- 1. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves a leave of absence for medical reasons for Samantha Joltin, RWC Special Education Teacher, on or around March 5, 2024, until on or around April 16, 2024.
- **2. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the resignation of Mary Cubas, District Duplicating Aide Part-Time, effective February 28, 2024.
- 3. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education appoints Mary Cubas as a Full Time Teacher Aide, effective February 29, 2024. Compensation for this appointment will be at Step 3 in accordance with the agreement between the Board of Education and the United Public Service Employees Union (UPSEU).
- **4. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Memoona Manzoor as the District Duplicating Aide Part-Time, effective February 29, 2024. Compensation for this appointment will be at Step 4 in accordance with the agreement between the District and the United Public Service Employees Union (UPSEU).
- 5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves the appointment of Karolyn Currie, as a Provisional Full Time Account Clerk, subject to the rules of the Nassau County Civil Service Commission with regard to provisional appointments. This appointment will be effective February 29, 2024. Compensation for this appointment will be at Step 1 in accordance with the agreement between the Valley Stream School District 24 and the Valley Stream Association of Educational Office Personnel of

the Valley Stream Teachers Association, Local 163. The appointment is for a ninemonth probationary period, said probation set to expire on November 28, 2024.

6. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following additions to the per diem substitute list for the 2023-2024 School Year:

SUBSTITUTE TEACHERS

Alyssa Lupo (effective February 29, 2024) Monique Lipari-Cavaleri (effective February 29, 2024) Lisa Kraker (effective February 29, 2024)

7. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints the following additional teachers to teach the Learning Lab Program for ELA and/or MATH for the 2023-2024 school year. Compensation is in accordance with the appropriate hourly rate of pay as per the current Valley Stream Teachers' Association contract:

Robert W. Carbonaro

Kathleen Murray (Substitute) Matthew Roth (Substitute)

8. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Dr. Angela Austin as the 504 Compliance Officer and Administrator of the District's Committees for Pre-School and Special Education (CPSE & CSE) for the 2023-2024 school year as per the Regulations of the Commissioner of Education.

B. EDUCATION – TRUSTEE WILSON

Trustee Wilson 1st, to move B1-B2, Vice-President Hernandez 2nd 6,0,0

1. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Pre-School Special Education previously approved by the Committee on Pre-School Special Education on 01/09/2024, 01/18/2024, 01/11/2024, 01/09/2024, 01/11/2024, 01/23/2024, 01/18/2024 and 01/22/2024, pertaining to students being considered for pre-school special education services as set forth in a schedule provided to the Board of Education and the Board of

Education hereby approves and ratifies said recommendations of the Committee on Pre-School Special Education.

2. BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the confidential recommendations of the Committee on Special Education previously approved by the Committee on Special Education on 01/16/2024, 02/02/2024, 01/11/2024, 01/16/2024, 12/07/2023, 01/18/2024, 01/11/2024, 12/01/2023, 01/09/2024, 11/28/2023, 01/11/2024, 01/17/2024, 01/17/2024, 01/19/2024, 01/25/2024, 12/21/2023, 01/31/2024, 12/07/2023, 02/02/2024, 12/01/2023, 12/19/2023, 01/18/2024, 12/15/2023, 01/19/2024, 01/16/2024 and 12/19/2023, pertaining to students being considered for special education services as set forth in a schedule provided to the Board of Education and the Board of Education hereby approves and ratifies said recommendations of the Committee on Special Education.

C. FINANCE – TRUSTEE MAIER

Trustee Maier 1st, to move C1, Trustee Wilson 2nd 6,0,0

1. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board hereby accepts the Treasurer's Report, Collateral Report, Claims Auditor's Report, Appropriation Status Report, Revenue Status Report, Trial Balance for December 2023.

D. POLICY - TRUSTEE WHEELER

I have nothing to report at this time.

IX. UNFINISHED BUSINESS, IF ANY:

X. NEW BUSINESS:

Trustee Herrera 1st, to move X1-X7, Vice-President Hernandez 2nd 6,0,0

- 1. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education adopts the School Calendar for the 2024-2025 school year.
- 2. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby authorizes the District to enter into an agreement with Our Kids Place Country Day, Inc. for the provision of Universal Pre-Kindergarten Services for the 2024-2025 school year, subject to and conditioned upon the District's receipt of the State's allocation, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said contract between the District and Our Kids Place Country Day, Inc. on behalf of the Board of Education.
- **3. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education hereby approves the agreement with Nassau BOCES for the purpose of the participation in the Nassau BOCES Regional Summer School Program from July 2, 2024 to July 29, 2024.
- 4. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, that the Board of Education enters into an agreement with a parent to transport one student to the Children's Readiness Center for a special education program from March 1, 2024 to June 30, 2024 at a reimbursement rate of \$0.67 per mile, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said agreement.
- 5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Rockville Centre UFSD for student health and welfare services for the 2023-2024 school year, and further authorizes the President of the Board of Education to execute the necessary documents to effectuate said Agreement.
- **6. BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education hereby ratifies the Memorandum of Agreement with the Valley Stream Teachers' Association, Local 1633 dated February 8, 2024, for the period July 1, 2023 through June 30, 2026.

7. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, that the Board of Education hereby authorizes the following Budget Transfers for the 2023-2024 School Year:

VALLEY STREAM UFSD #24

TRANSFER BUDGET CODES OVER \$ 5,000

	BUDGET TRANSFER FOR BOARD APPROVAL		
	DATE: February 28, 2024		
CODE	DESCRIPTION	FROM	то
A2110.120-2	TEACHERS 1-6 SALARIES-RWC	\$51,100.00	
A2815.49	BOCES Health Services	70.1,100.00	\$51,100.00
	BOCES Provided Health Services for VS24 Students		,
	Attending Private Schools		
A2110.120-2	TEACHERS 1-6 SALARIES-RWC	\$42,000.00	
A1420.4	Attorney Fees	4 12,000.00	\$42,000.00
7 11 120.11	Guercio & Guercio		\$ 12,000.00
A2110.121	KINDERGARTEN TEACHER SALARIES	\$19,800.00	
A5540.405	TRANSPORT/SCHOOL TRIP	\$19,000.00	\$19,800.00
A3540.405	Ashokan Transportation		\$19,600.00
	yanokan manaparasan		
	+		
	TOTALS	\$ 112,900.00	\$ 112,900.00

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

XIII. ADJOURNMENT

February 28, 2024 BOE Business Meeting Minutes Page 11

Motion to re-enter Executive Session at 7:52 pm made by Trustee Maier and seconded by Trustee Wilson to discuss certain discuss certain Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit the Executive Session at 8:41 pm made by Trustee Maier and seconded by Vice-President Hernandez. Motion unanimously carried.

Motion to adjourn the Business meeting at 8:42 pm by Trustee Maier and seconded by Trustee Nunez. Motion unanimously carried

Respectfully Submitted,

Jennie L. Padilla Jennie L. Padilla District Clerk

MINUTES

BOARD OF EDUCATION

VALLEY STREAM SCHOOL DISTRICT 24

WORK MEETING March 13, 2024 WILLIAM L. BUCK SCHOOL 6:45 PM

<u>Members Present:</u> President LaRocco, Vice-President Hernandez, Trustee Herrera, Trustee Maier, Trustee Nunez, Trustee Wheeler, and Trustee Wilson.

Others Present: Superintendent Karakas, Dr. Lisa Conte, and Dr. Jack Mitchell

Absent With Prior Notice: N/A

I. CALL TO ORDER

Having a quorum, the Work Session was called to order at 6:46 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 6:46 pm was made by Trustee Maier and seconded by Trustee Wilson to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 7:29 pm by Vice President Hernandez and seconded by Trustee Maier. Motion unanimously carried.

The work session was reconvened at 7:32 pm, at the William L. Buck School, by President LaRocco.

II. Informational Items

1. Math Program Presentation

2. Budget Presentation

III. Action Items

1. BE IT RESOLVED, that the Board of Education of the Valley Stream UFSD No. 24 hereby nominates Susan Bergtraum, Martin R. Kaye, and Cynthia Nunez for Trustees of the Nassau BOCES Board.

IV. Motion to Adjourn

Motion to re-enter Executive Session at 8:49 pm Trustee Wilson and seconded by Trustee Nunez. Motion unanimously carried.

Motion to exit the Executive Session at 9:41 pm by Vice President Hernandez and seconded by Trustee Nunez. Motion unanimously carried.

Motion to adjourn the Work Session by Vice President Hernandez at 9:41 pm and seconded by Trustee Maier. Motion unanimously carried.

Respectfully Submitted,

Jennie L. Padilla

Jennie L. Padilla

District Clerk

Treasurer's Report and Bank Collateral Statements January 31, 2024

Respectfully submitted:

Brian K. Cleary, C.F.A.

Brian K. Cleary, C.P.A.

3/7/2024

Date

Total Funds

01/31/24

GENERAL FUND

	JPMorg	an Chase Checking	JPMorgan Chase Checking	NY Class	Metropolitan Commerc	rial Totals					
Cash Balance - Beginning	\$	4,177,766.10	\$ 54,957.55 \$	2,116,973.62	\$ 7,303,856.	00 \$ 13,653,553.27					
Add - Receipts		3,062,858.61	949,084.73	9,462.71	31,621	.91 4,053,027.96					
Total		7,240,624.71	1,004,042.28	2,126,436.33	7,335,477.	91 17,706,581.23					
Less - Disbursements		(4,345,675.22)	(943,913.60)	-	-	(5,289,588.82)					
January 31, 2024		2,894,949.49	60,128.68	2,126,436.33	7,335,477.	91 12,416,992.41					
Deposits In Transit		-	-	-	-	-					
Outstanding Checks		496,638.39	367,924.70	-	-	864,563.09					
Total		3,391,587.88	428,053.38	2,126,436.33	7,335,477.	91 13,281,555.50					
Net Wires in Transit		-				-					
Reconciling items		-				-					
Balance Per Statement	\$	3,391,587.88	\$ 428,053.38 \$	2,126,436.33	\$ 7,335,477.	91 13,281,555.50					
		-	-	-	-						
	TRUST & AGENCY FUND										

	JPMorgan Chase Payroll	JPMorgan Chase Scholarship	JPMorgan Chase Student Dept	Totals
Cash Balance - Beginning	\$ 3,743.36	\$ 530.33	\$ 794.84	\$ 5,068.53
Add - Receipts	1,006,393.52	1.13	344.36	1,006,739.01
Total	1,010,136.88	531.46	1,139.20	1,011,807.54
Less - Disbursements	(1,006,265.88	-	(358.90)	(1,006,624.78)
Cash Balance - End	3,871.00	531.46	780.30	5,182.76
Deposits In Transit	-	-	-	-
Outstanding Checks	15,109.54	-	206.00	15,315.54
Total	18,980.54	531.46	986.30	20,498.30
Net Wires in Transit				-
Reconciling items				
Balance Per Statement	\$ 18,980.54	\$ 531.46	\$ 986.30	\$ 20,498.30

	SCHOOL LUNCH FUND	SPECIAL AID FUND	CAPITAL FUND	
	JPMorgan Chase Checking	JPMorgan Chase Federal Fund	JPMorgan Chase Capital Fund	Totals
Cash Balance - Beginning	\$ 4,357.61	\$ 832.95	\$ 653.90	\$ 5,190.56
Add - Receipts	40,229.80	125,009.15	5,005.90	165,238.95
Total	44,587.41	125,842.10	5,659.80	170,429.51
Less - Disbursements	(43,593.84)	(145,611.93)	(5,225.36)	(189,205.77)
Cash Balance - End	993.57	(19,769.83)	434.44	(18,776.26)
Deposits In Transit	-	-	-	-
Outstanding Checks	1,189.25	15,115.00	2,782.97	16,304.25
Total	2,182.82	(4,654.83)	3,217.41	(2,472.01)
Net Wires in Transit				-
Reconciling items				-
Balance Per Statement	\$ 2,182.82	\$ (4,654.83)	\$ 3,217.41	(2,472.01)
	0.00	-	-	

13,299,581.79

VALLEY STREAM UFSD #24 TREASURER'S REPORT FOR THE MONTH ENDED

01/31/24

COLLATERAL ANALYSIS		JPMorgan Chase	Metropolitan Commercial	NY Class	
Bank Statement Balances - end of month			**		***
	General Fund - Checking	\$ 3,391,587.88			
	General Fund - NY Class		7,335,477.91		2,126,436.33
	GF Trust & Agency - Checking	428,053.38			
	Trust & Agency - Payroll	18,980.54			
	Trust & Agency - Scholarship	531.46			
	School Lunch Fund	2,182.82			
	Federal Fund	(4,654.83)			
	Capital Fund	3,217.41			
	Trust & Agency - Student Dept	986.30			
		\$ 3,840,884.96	\$ 7,335,477.91	\$	2,126,436.33
Less:					
FDIC - General Fund		\$ (250,000.00)	\$ (7,335,477.91)	\$	(250,000.00)
FDIC - Payroll		(18,980.54)	-		-
Bank Balances not covered by FDIC		3,571,904.42	-		1,876,436.33
Required Collateral		3,643,342.51	-		1,913,965.06
Collateral Held by 3rd Party - BNY Mellon		-			
Collateral JPMorgan Chase		(3,662,714.88)			
Collateral Held by NY Class			-		(1,913,965.06)
If this Line balance is negative COLLATE	ERAL IS ADEQUATE!	\$ (19,372.37)	\$ -	\$	

^{**} All accounts invested in various banks and FDIC insured
*** No individual collateral statement as the money is pooled. The collateral provided by NY Class states all money 100-102% collateralized.

Total Requirements as of 01/23/2024: \$6,071,426.94 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

912828Z94 US Treasury Notes 20300215 1.50000 7,045,400.00 6,071,428.47

Total Market Value: 6,071,428.47

Total Requirements as of 01/24/2024: \$6,073,298.30 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

912828Z37 US Treasury TIPS 20300115 0.12500 5,637,900.00 6,073,386.53

Total Market Value: 6,073,386.53

Total Requirements as of 01/25/2024: \$6,055,342.90 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

912828Z94 US Treasury Notes 20300215 1.50000 7,016,300.00 6,055,395.82

Total Market Value: 6,055,395.82

Total Requirements as of 01/26/2024: \$6,053,684.88 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

912828Z94 US Treasury Notes 20300215 1.50000 7,029,000.00 6,053,726.25

Total Market Value: 6,053,726.25

Total Requirements as of 01/29/2024: \$6,007,518.08 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

91282CDY4 US Treasury Notes 20320215 1.87500 7,064,500.00 6,007,584.53

Total Market Value: 6,007,584.53

Total Requirements as of 01/30/2024: \$6,043,008.59 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

91282CDY4 US Treasury Notes 20320215 1.87500 7,092,200.00 6,043,053.05

Total Market Value: 6,043,053.05

Total Requirements as of 01/31/2024: \$3,662,702.66 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

912828Z94 US Treasury Notes 20300215 1.50000 4,203,600.00 3,662,714.88

Total Market Value: 3,662,714.88



February 29, 2024

The Board of Education Valley Stream 24 UFSD Valley Stream, NY 11581

Board of Education:

During our claims audit procedures conducted in February 2024, we reviewed approximately 167 claims, which total \$3,657,652.98, and have noted no findings. We have approved all claims presented as valid claims against the District.

We understand the fiduciary duty of the Board of Education, as well as the role of the claims auditor in ensuring that all disbursements are valid and handled according to the provisions of the Education Law and the Board's policies and procedures.

Should you have any questions regarding anything included in our report, please do not hesitate to contact us at (631) 582-1600.

Sincerely,

Cerini & Associates, LLP

Cerini & Associates LLP

Claims Auditors





Valley Stream 24 UFSD Warrant Summary February 2024

The following claims on warrants listed below have been duly audited and ordered paid by Cerini & Associates, LLP (C&A).

Warrant Number	Fund	Beg Check Number	End Check Number	Number of Claims on Warrant	Approved Number of Claims		Approved Amount
						Г ф	
45	A	6448	6448	1	1	\$	864.94
44	A	6449	6480	49	49	\$	215,327.30
1.1	7.1		Wires	17	17	Ψ	210,027.00
46	A	1057	1057	1	1	\$	160.00
47	A		Wire	1	1	\$	859,677.62
40	٨	6481	6510	14	4.4	\$	2EE 401 EE
48	A		Wires	44	44	₽	255,481.55
49	A		Wire	1	1	\$	136.50
50	A		Wire	1	1	\$	1,112,459.26
17	С	1306	1310	5	5	\$	406.25
18	С	1311	1311	1	1	\$	36,800.86
10	F	1341	1341	4	4	\$	20.626.80
18	Г		Wires	4	4	₽	30,626.80
19	F	1343	1344	3	3	\$	26 560 90
19	Г		Wire	3	3	₽	36,560.80
10	Н	1101	1101	1	1	\$	31,477.00
11	Н	1102	1102	1	1	\$	89,810.00
11	F	1342	1342	1	1	\$	47,955.00
29	T	1866	1872	7	7	\$	5,664.09
30	T		Wires	17	17	\$	281,299.61
31	T		Wires	16	16	\$	294,048.74
32	T	1873	1885	13	13	\$	358,896.66
			Totals	167	167	\$	3,657,652.98

^{*} Warrant paid out of F and H fund.

The detailed documentation supporting the claims listed above has been reviewed and approved by the Claims Auditor and the payment of each certified claim verified that it was

The aforementioned function was performed by representatives of Cerini & Associates, LLP as certified below.

Claims Auditor

Cerini & Associates, LLP

Cerini È Associates LLP



Appropriation Status Detail Report By Function From 7/1/2023 To 1/31/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1010.4	BOARD OF ED EXPENSES		15,000.00	0.00	15,000.00	5,938.54	4,588.21	4,473.25
<u>A 1010.45</u>	BOARD OF ED SUPPLIES		1,200.00	0.00	1,200.00	40.97	0.00	1,159.03
1010	BOARD OF EDUCATION	*	16,200.00	0.00	16,200.00	5,979.51	4,588.21	5,632.28
A 1040.16	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	7,879.20	6,458.30	1,472.50
<u>A 1040.4</u>	DISTRICT CLERK EXPENSE		250.00	0.00	250.00	250.00	0.00	0.00
<u>A 1040.45</u>	DISTRICT CLERK SUPPLIES		250.00	0.00	250.00	0.00	0.00	250.00
1040	DISTRICT CLERK	*	16,310.00	0.00	16,310.00	8,129.20	6,458.30	1,722.50
<u>A 1060.4</u>	CONTRACTUAL EXPENSE		13,500.00	0.00	13,500.00	3,924.00	4,725.00	4,851.00
<u>A 1060.45</u>	MATERIAL & SUPPLIES		100.00	-55.00	45.00	0.00	0.00	45.00
1060	DISTRICT MEETING	*	13,600.00	-55.00	13,545.00	3,924.00	4,725.00	4,896.00
10	Consolidated Payroll	**	46,110.00	-55.00	46,055.00	18,032.71	15,771.51	12,250.78
A 1240.15	CENTRAL ADMIN SALARY		245,000.00	-17,601.25	227,398.75	131,250.00	93,750.00	2,398.75
<u>A 1240.16</u>	CENTRAL OFFICE SALARIES		130,188.00	5,701.25	135,889.25	78,902.18	15,108.57	41,878.50
<u>A 1240.2</u>	SUPT. EQUIPMENT		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
<u>A 1240.4</u>	SUPT OFFICE EXPENSE		5,000.00	9,900.00	14,900.00	8,254.26	4,249.72	2,396.02
<u>A 1240.45</u>	SUPT OFFICE SUPPLIES		2,000.00	55.00	2,055.00	1,801.06	276.87	-22.93
1240	CHIEF SCHOOL ADMINISTRATOR	*	383,688.00	-3,445.00	380,243.00	220,207.50	113,385.16	46,650.34
12		**	383,688.00	-3,445.00	380,243.00	220,207.50	113,385.16	46,650.34
<u>A 1310.15</u>	BUSINESS MANAGER SALARY		189,714.00	-700.00	189,014.00	110,070.94	78,622.06	321.00
<u>A 1310.16</u>	BUSINESS OFFICE SALARIES		280,107.00	0.00	280,107.00	147,899.09	96,757.98	35,449.93
<u>A 1310.2</u>	BUSINESS OFFICE EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<u>A 1310.4</u>	BUSINESS OFFICE EXPENSES		6,000.00	3,700.00	9,700.00	7,930.42	964.63	804.95
<u>A 1310.407-1</u>	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	1,571.71	1,921.85	6.44
<u>A 1310.409-7</u>	BUSINESS OFFICE SOFTWARE		16,045.00	0.00	16,045.00	16,045.00	0.00	0.00
<u>A 1310.45</u>	BUSINESS OFFICE SUPPLIES		3,000.00	0.00	3,000.00	1,176.74	500.00	1,323.26
<u>A 1310.451</u>	OFFICE PAPER-BUSINESS		1,100.00	0.00	1,100.00	0.00	0.00	1,100.00
<u>A 1310.49</u>	BOCES SERVICES		37,500.00	0.00	37,500.00	24,695.48	12,804.52	0.00
1310	BUSINESS ADMINISTRATOR	*	537,966.00	2,000.00	539,966.00	309,389.38	191,571.04	39,005.58
<u>A 1320.4</u>	AUDITING EXPENSE		72,000.00	43,150.00	115,150.00	50,450.00	64,700.00	0.00
1320	AUDITING	*	72,000.00	43,150.00	115,150.00	50,450.00	64,700.00	0.00
<u>A 1325.16</u>	TREASURER-SALARY		13,655.00	95.00	13,750.00	8,020.88	5,729.12	0.00
<u>A 1325.45</u>	TREASURER SUPPLIES		200.00	-95.00	105.00	0.00	0.00	105.00
1325	TREASURER	*	13,855.00	0.00	13,855.00	8,020.88	5,729.12	105.00

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Appropriation Status Detail Report By Function From 7/1/2023 To 1/31/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1380.4</u>	CONTRACTUAL EXP-FISCAL AGENT		2,000.00	-2,000.00	0.00	0.00	0.00	0.00
1380	FISCAL AGENT FEES	*	2,000.00	-2,000.00	0.00	0.00	0.00	0.00
13		**	625,821.00	43,150.00	668,971.00	367,860.26	262,000.16	39,110.58
<u>A 1420.4</u>	ATTORNEY FEES		60,000.00	8,000.00	68,000.00	54,984.60	13,015.40	0.00
<u>A 1420.400-1</u>	BOND COUNSEL		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<u>A 1420.400-2</u>	NEGOTIATIONS ATTORNEY		35,000.00	0.00	35,000.00	3,506.95	16,493.05	15,000.00
1420	LEGAL FEES	*	98,000.00	8,000.00	106,000.00	58,491.55	29,508.45	18,000.00
<u>A 1430.4</u>	PERSONNEL EXPENSES		5,500.00	1,000.00	6,500.00	2,874.75	3,291.50	333.75
<u>A 1430.49</u>	BOCES REG.TEACHER CERTIFICATION	N	5,000.00	3,050.00	8,050.00	8,050.00	0.00	0.00
1430	PERSONNEL	*	10,500.00	4,050.00	14,550.00	10,924.75	3,291.50	333.75
<u>A 1480.4</u>	PUBLIC INFO EXPENSES		17,000.00	-1,000.00	16,000.00	7,313.64	8,678.36	8.00
<u>A 1480.49</u>	PUBLIC INFO BOCES		33,500.00	0.00	33,500.00	25,172.40	8,327.60	0.00
1480	PUBLIC INFO AND SERVICE	*	50,500.00	-1,000.00	49,500.00	32,486.04	17,005.96	8.00
14		**	159,000.00	11,050.00	170,050.00	101,902.34	49,805.91	18,341.75
<u>A 1620.16</u>	CUSTODIAL SALARIES		5,105.00	2,052.50	7,157.50	7,787.50	0.00	-630.00
<u>A 1620.160-1</u>	CUSTODIAL SALARIES-BAS		227,027.00	-7,125.33	219,901.67	135,395.63	84,506.04	0.00
<u>A 1620.160-2</u>	CUSTODIAL SALARIES-RWC		222,642.00	0.00	222,642.00	140,171.72	82,287.80	182.48
<u>A 1620.160-3</u>	CUSTODIAL SALARIES-WLB		206,384.00	6,296.80	212,680.80	132,733.56	81,053.24	-1,106.00
<u>A 1620.161-1</u>	CUSTODIAL OVERTIME-BAS		16,000.00	0.00	16,000.00	4,759.08	0.00	11,240.92
<u>A 1620.161-2</u>	CUSTODIAL OVERTIME-RWC		11,000.00	0.00	11,000.00	3,418.56	0.00	7,581.44
<u>A 1620.161-3</u>	CUSTODIAL OVERTIME-WLB		18,000.00	-1,223.97	16,776.03	6,456.66	0.00	10,319.37
<u>A 1620.162-1</u>	SECURITY AIDE SALARY-BAS		31,713.00	8,226.76	39,939.76	24,224.62	16,270.90	-555.76
<u>A 1620.162-2</u>	SECURITY AIDE SALARY-RWC		33,984.00	2,262.52	36,246.52	20,446.07	16,270.90	-470.45
<u>A 1620.162-3</u>	SECURITY AIDE SALARY-WLB		32,847.00	2,390.76	35,237.76	19,313.79	16,270.90	-346.93
<u>A 1620.200-1</u>	EQUIPMENT-BAS		1,250.00	-1,250.00	0.00	0.00	0.00	0.00
A 1620.200-2	EQUIPMENT-RWC		1,500.00	-1,500.00	0.00	0.00	0.00	0.00
<u>A 1620.200-3</u>	EQUIPMENT-WLB		1,250.00	-1,250.00	0.00	0.00	0.00	0.00
<u>A 1620.268-1</u>	HEATING/COOLING-BAS		1,250.00	0.00	1,250.00	883.00	0.00	367.00
<u>A 1620.268-2</u>	HEATING/COOLING-RWC		1,500.00	0.00	1,500.00	883.00	0.00	617.00
<u>A 1620.268-3</u>	HEATING/COOLING-WLB		1,250.00	0.00	1,250.00	883.00	0.00	367.00
<u>A 1620.272-1</u>	CLEANING EQUIPMENT-BAS		4,750.00	0.00	4,750.00	0.00	0.00	4,750.00
<u>A 1620.272-2</u>	CLEANING EQUIPMENT-RWC		5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
A 1620.272-3	CLEANING EQUIPMENT-WLB		4,750.00	0.00	4,750.00	0.00	0.00	4,750.00

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Appropriation Status Detail Report By Function From 7/1/2023 To 1/31/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.404-1	CONTRACTUAL STAFF TRAINING-BAS	1,250.00	0.00	1,250.00	0.00	1,150.00	100.00
A 1620.404-2	CONTRACTUAL STAFF TRAINING-RWC	1,500.00	0.00	1,500.00	0.00	1,300.00	200.00
A 1620.404-3	CONTRACTUAL STAFF TRAINING-WLB	1,250.00	0.00	1,250.00	0.00	1,150.00	100.00
A 1620.406	FUEL/OIL	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 1620.406-11	GAS/ELECTRIC-BAS	35,000.00	0.00	35,000.00	23,364.84	13,635.16	-2,000.00
<u>A 1620.406-12</u>	GAS/ELECTRIC-RWC	28,000.00	0.00	28,000.00	12,465.70	13,312.71	2,221.59
<u>A 1620.406-13</u>	GAS/ELECTRIC-WLB	57,000.00	0.00	57,000.00	26,463.97	24,536.03	6,000.00
<u>A 1620.406-21</u>	WATER EXPENSES-BAS	5,000.00	0.00	5,000.00	3,070.99	1,429.01	500.00
A 1620.406-22	WATER EXPENSES-RWC	3,000.00	2,000.00	5,000.00	2,443.34	2,556.66	0.00
<u>A 1620.406-23</u>	WATER EXPENSES-WLB	7,000.00	-2,000.00	5,000.00	750.45	2,949.55	1,300.00
<u>A 1620.406-31</u>	TELEPHONE EXPENSES-BAS	10,000.00	0.00	10,000.00	4,544.68	5,455.32	0.00
<u>A 1620.406-32</u>	TELEPHONE EXPENSES-RWC	11,000.00	0.00	11,000.00	6,457.45	4,542.55	0.00
A 1620.406-33	TELEPHONE EXPENSES-WLB	14,000.00	0.00	14,000.00	7,636.72	6,363.28	0.00
<u>A 1620.406-61</u>	CONTRACTUAL ELECTRICAL-BAS	4,000.00	-425.00	3,575.00	1,450.50	1,424.89	699.61
<u>A 1620.406-62</u>	CONTRACTUAL ELECTRICAL-RWC	4,000.00	850.00	4,850.00	3,394.00	1,431.89	24.11
<u>A 1620.406-63</u>	CONTRACTUAL ELECTRICAL-WLB	4,000.00	-425.00	3,575.00	1,450.50	1,424.89	699.61
A 1620.406-71	PROF & TECH EXPENSE-BAS	19,400.00	-1,750.00	17,650.00	7,422.88	2,843.29	7,383.83
<u>A 1620.406-72</u>	PROF & TECH EXPENSE-RWC	14,400.00	-1,750.00	12,650.00	5,512.83	568.34	6,568.83
<u>A 1620.406-73</u>	PROF & TECH EXPENSE-WLB	10,500.00	3,500.00	14,000.00	7,422.87	2,843.29	3,733.84
<u>A 1620.407-21</u>	CLEANING EXPENSES-BAS	5,500.00	0.00	5,500.00	568.92	1,031.08	3,900.00
A 1620.407-22	CLEANING EXPENSES-RWC	4,000.00	0.00	4,000.00	572.82	1,027.18	2,400.00
<u>A 1620.407-23</u>	CLEANING EXPENSES-WLB	5,500.00	0.00	5,500.00	1,041.16	558.84	3,900.00
A 1620.407-51	SECURITY-BAS	62,000.00	-750.00	61,250.00	41,632.02	17,153.98	2,464.00
<u>A 1620.407-52</u>	SECURITY-RWC	63,000.00	-750.00	62,250.00	41,229.30	18,192.70	2,828.00
A 1620.407-53	SECURITY-WLB	75,000.00	-750.00	74,250.00	40,344.48	29,441.52	4,464.00
A 1620.457-21	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	3,146.71	3,978.29	8,875.00
A 1620.457-22	CLEANING SUPPLIES-RWC	14,500.00	0.00	14,500.00	2,968.29	3,936.71	7,595.00
A 1620.457-23	CLEANING SUPPLIES-WLB	14,500.00	0.00	14,500.00	3,215.11	3,986.32	7,298.57
A 1620.457-51	SECURITY MATERIAL AND SUPPLIES-BAS	0.00	50.00	50.00	30.84	0.00	19.16
<u>A 1620.457-52</u>	SECURITY MATERIAL AND SUPPLIES-RWC	0.00	50.00	50.00	30.84	0.00	19.16
<u>A 1620.457-53</u>	SECURITY MATERIAL AND SUPPLIES-WLB	0.00	50.00	50.00	30.84	0.00	19.16
A 1620.458-21	UNIFORM SUPPLIES-BAS	1,600.00	0.00	1,600.00	1,050.65	149.35	400.00
A 1620.458-22	UNIFORM SUPPLIES-RWC	1,800.00	0.00	1,800.00	1,729.65	70.35	0.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.458-23	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	911.42	288.58	400.00
1620	OPERATION MAINT/PLANT *	1,323,502.00	6,780.04	1,330,282.04	749,710.96	465,391.54	115,179.54
<u>A 1621.16</u>	MAINTENANCE SALARIES	214,825.00	2,152.00	216,977.00	126,986.56	89,990.44	0.00
<u>A 1621.161-2</u>	MAINTENANCE OVERTIME SALARIES-RWC	5,000.00	-2,152.00	2,848.00	0.00	0.00	2,848.00
<u>A 1621.200-1</u>	EQUIPMENT-BAS	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<u>A 1621.200-2</u>	EQUIPMENT-RWC	1,000.00	334.50	1,334.50	1,334.50	0.00	0.00
<u>A 1621.200-3</u>	EQUIPMENT-WLB	1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<u>A 1621.268-1</u>	HEATING/COOLING-BAS	325.00	0.00	325.00	0.00	0.00	325.00
<u>A 1621.268-2</u>	HEATING/COOLING-RWC	350.00	0.00	350.00	0.00	0.00	350.00
<u>A 1621.268-3</u>	HEATING/COOLING-WLB	325.00	-234.50	90.50	0.00	0.00	90.50
<u>A 1621.280-1</u>	GROUNDS-BAS	2,600.00	0.00	2,600.00	2,398.33	0.00	201.67
<u>A 1621.280-2</u>	GROUNDS-RWC	3,300.00	0.00	3,300.00	2,398.34	0.00	901.66
<u>A 1621.280-3</u>	GROUNDS-WLB	2,600.00	0.00	2,600.00	2,398.33	0.00	201.67
<u>A 1621.283-1</u>	AUTOMOTIVE EQUIPMENT-BAS	600.00	0.00	600.00	0.00	0.00	600.00
<u>A 1621.283-2</u>	AUTOMOTIVE EQUIPMENT-RWC	700.00	0.00	700.00	0.00	0.00	700.00
<u>A 1621.283-3</u>	AUTOMOTIVE EQUIPMENT-WLB	700.00	0.00	700.00	0.00	0.00	700.00
<u>A 1621.406-4</u>	MILEAGE	1,000.00	0.00	1,000.00	896.31	53.69	50.00
<u>A 1621.406-5</u>	ELEC/MAINTENANCE EXPENSE	500.00	0.00	500.00	95.00	205.00	200.00
<u>A 1621.406-51</u>	ELEC/MAINTENANCE EXPENSE-BAS	500.00	0.00	500.00	0.00	300.00	200.00
<u>A 1621.406-52</u>	ELEC/MAINTENANCE EXPENSE-RWC	500.00	0.00	500.00	279.70	20.30	200.00
<u>A 1621.406-81</u>	HEATING/COOLING EXPENSE-BAS	8,500.00	1,505.00	10,005.00	4,717.16	5,287.84	0.00
<u>A 1621.406-82</u>	HEATING/COOLING EXPENSE-RWC	8,000.00	2,005.00	10,005.00	5,402.14	4,572.86	30.00
<u>A 1621.406-83</u>	HEATING/COOLING EXPENSE-WLB	8,500.00	9,040.00	17,540.00	9,777.16	7,732.84	30.00
<u>A 1621.406-91</u>	PLUMBING EXPENSE-BAS	2,000.00	-500.00	1,500.00	348.07	356.93	795.00
<u>A 1621.406-92</u>	PLUMBING EXPENSE-RWC	1,000.00	-95.00	905.00	673.03	231.97	0.00
<u>A 1621.406-93</u>	PLUMBING EXPENSE-WLB	1,000.00	-200.00	800.00	336.92	368.08	95.00
<u>A 1621.407-01</u>	REPAIRS-GENERAL-BAS	10,000.00	-3,000.00	7,000.00	1,078.40	1,135.48	4,786.12
<u>A 1621.407-02</u>	REPAIRS-GENERAL-RWC	7,500.00	-2,300.00	5,200.00	4,255.62	693.26	251.12
<u>A 1621.407-03</u>	REPAIRS-GENERAL-WLB	7,500.00	-2,440.00	5,060.00	3,641.06	631.82	787.12
A 1621.407-3	SITE WORK	67,000.00	0.00	67,000.00	43,229.24	16,313.59	7,457.17
<u>A 1621.407-30-2</u>	PLAYGROUND MAINTENANCE-BAS	2,500.00	0.00	2,500.00	495.00	0.00	2,005.00
<u>A 1621.407-30-3</u>	PLAYGROUND MAINTENENCE-RWC	2,500.00	0.00	2,500.00	495.00	0.00	2,005.00
A 1621.407-30-4	PLAYGROUND MAINTENENCE-WLB	2,500.00	0.00	2,500.00	495.00	0.00	2,005.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1621.407-31-2	ATHLETIC FIELDS-BAS	3,500.00	0.00	3,500.00	0.00	50.00	3,450.00
<u>A 1621.407-31-3</u>	ATHLETIC FIELDS-RWC	3,750.00	0.00	3,750.00	0.00	50.00	3,700.00
A 1621.407-31-4	ATHLETIC FIELDS-WLB	3,750.00	0.00	3,750.00	0.00	50.00	3,700.00
A 1621.450-1	MATERIAL & SUPPLIES-BAS	5,000.00	1,500.00	6,500.00	2,585.72	1,795.47	2,118.81
A 1621.450-2	MATERIAL & SUPPLIES-RWC	5,000.00	2,900.00	7,900.00	4,584.45	1,341.37	1,974.18
A 1621.450-3	MATERIAL & SUPPLIES-WLB	5,000.00	1,500.00	6,500.00	2,994.95	1,133.40	2,371.65
<u>A 1621.456-51</u>	ELEC/MAINTENANCE-BAS	3,100.00	0.00	3,100.00	126.71	223.29	2,750.00
A 1621.456-52	ELEC/MAINTENANCE-RWC	2,950.00	0.00	2,950.00	684.83	165.17	2,100.00
A 1621.456-53	ELEC/MAINTENANCE-WLB	2,950.00	0.00	2,950.00	178.99	171.01	2,600.00
A 1621.456-61	INTERCOM/EMERG LIGHTS-BAS	700.00	0.00	700.00	0.00	0.00	700.00
<u>A 1621.456-62</u>	INTERCOM/EMERG LIGHTS-RWC	600.00	0.00	600.00	0.00	0.00	600.00
<u>A 1621.456-63</u>	INTERCOM/EMERG LIGHTS-WLB	700.00	0.00	700.00	0.00	0.00	700.00
A 1621.456-81	HEATING/COOLING SUPPLIES-BAS	1,700.00	0.00	1,700.00	600.00	200.00	900.00
<u>A 1621.456-82</u>	HEATING/COOLING SUPPLIES-RWC	1,700.00	0.00	1,700.00	0.00	200.00	1,500.00
A 1621.456-83	HEATING/COOLING SUPPLIES-WLB	1,600.00	0.00	1,600.00	159.65	40.35	1,400.00
<u>A 1621.456-91</u>	PLUMBING SUPPLIES-BAS	0.00	200.00	200.00	19.45	55.55	125.00
A 1621.456-92	PLUMBING SUPPLIES-RWC	0.00	695.00	695.00	595.12	74.88	25.00
<u>A 1621.456-93</u>	PLUMBING SUPPLIES-WLB	0.00	200.00	200.00	19.45	180.55	0.00
<u>A 1621.457-01</u>	REPAIRS-GENERAL-BAS	5,000.00	-550.00	4,450.00	559.56	308.56	3,581.88
A 1621.457-02	REPAIRS-GENERAL-RWC	5,000.00	-1,550.00	3,450.00	691.97	276.15	2,481.88
<u>A 1621.457-03</u>	REPAIRS-GENERAL-WLB	5,000.00	-1,650.00	3,350.00	1,041.69	344.02	1,964.29
<u>A 1621.457-61</u>	HARDWARE-BAS	1,000.00	0.00	1,000.00	76.47	173.53	750.00
A 1621.457-62	HARDWARE-RWC	1,000.00	0.00	1,000.00	62.89	187.11	750.00
<u>A 1621.457-63</u>	HARDWARE-WLB	1,000.00	0.00	1,000.00	156.68	193.32	650.00
A 1621.457-71	CARPENTRY-BAS	2,750.00	0.00	2,750.00	764.10	1,413.50	572.40
<u>A 1621.457-72</u>	CARPENTRY-RWC	2,650.00	0.00	2,650.00	765.46	1,423.63	460.91
A 1621.457-73	CARPENTRY-WLB	2,600.00	0.00	2,600.00	490.61	1,686.99	422.40
A 1621.457-81	GLAZING-BAS	300.00	0.00	300.00	100.66	99.34	100.00
A 1621.457-82	GLAZING-RWC	350.00	0.00	350.00	100.66	99.34	150.00
A 1621.457-83	GLAZING-WLB	350.00	0.00	350.00	100.66	99.34	150.00
A 1621.457-91	PAINTING-BAS	1,000.00	0.00	1,000.00	117.88	182.12	700.00
A 1621.457-92	PAINTING-RWC	1,000.00	0.00	1,000.00	701.08	298.92	0.00
A 1621.457-93	PAINTING-WLB	1,000.00	0.00	1,000.00	473.13	226.87	300.00

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A 1621.458-01	GROUNDS-BAS		1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
A 1621.458-02	GROUNDS-RWC		1,650.00	0.00	1,650.00	0.00	100.00	1,550.00
A 1621.458-03	GROUNDS-WLB		1,700.00	0.00	1,700.00	0.00	100.00	1,600.00
A 1621.458-31	AUTOMOTIVE-BAS		1,333.00	550.00	1,883.00	1,223.33	656.67	3.00
<u>A 1621.458-32</u>	AUTOMOTIVE-RWC		1,333.00	550.00	1,883.00	1,210.09	644.91	28.00
A 1621.458-33	AUTOMOTIVE-WLB		1,334.00	550.00	1,884.00	1,223.33	656.67	4.00
1621	MAINTENANCE OF PLANT	*	446,325.00	7,010.00	453,335.00	234,140.44	142,896.13	76,298.43
<u>A 1670.400-1</u>	CENTRAL PRINTING EXPENSE-BAS		5,650.00	0.00	5,650.00	2,186.99	2,774.75	688.26
<u>A 1670.400-2</u>	CENTRAL PRINTING EXPENSE-RWC		5,650.00	0.00	5,650.00	2,186.99	2,523.01	940.00
<u>A 1670.400-3</u>	CENTRAL PRINTING EXPENSE-WLB		5,700.00	41.40	5,741.40	2,905.30	2,836.10	0.00
<u>A 1670.401</u>	OUTSIDE PRINTING SERVICES		5,000.00	0.00	5,000.00	2,650.00	0.00	2,350.00
1670	CENTRAL PRINTING AND MAILING	*	22,000.00	41.40	22,041.40	9,929.28	8,133.86	3,978.26
<u>A 1680.45</u>	DATA PROC SUPPLIES		500.00	-500.00	0.00	0.00	0.00	0.00
A 1680.49	BOCES TEST SCORE		40,000.00	0.00	40,000.00	25,351.01	14,648.99	0.00
<u>A 1680.490-1</u>	BOCES DATA WAREHOUSING		125,000.00	0.00	125,000.00	96,262.09	28,737.91	0.00
1680	DATA PROCESSING DISTRICT	*	165,500.00	-500.00	165,000.00	121,613.10	43,386.90	0.00
16		**	1,957,327.00	13,331.44	1,970,658.44	1,115,393.78	659,808.43	195,456.23
<u>A 1910.4</u>	UNALLOCATED INS		190,000.00	0.00	190,000.00	178,258.23	7,012.77	4,729.00
1910	UNALLOCATED INSURANCE	*	190,000.00	0.00	190,000.00	178,258.23	7,012.77	4,729.00
<u>A 1920.4</u>	SCHOOL ASSOC DUES		18,000.00	0.00	18,000.00	16,476.00	0.00	1,524.00
1920	SCHOOL ASSOCIATION DUES	*	18,000.00	0.00	18,000.00	16,476.00	0.00	1,524.00
<u>A 1930.4</u>	CLAIMS/JUDGEMENT		600.00	425,000.00	425,600.00	425,000.00	0.00	600.00
1930	JUDGMENTS & CLAIMS	*	600.00	425,000.00	425,600.00	425,000.00	0.00	600.00
A 1981.49	BOCES AMIN		115,911.00	0.00	115,911.00	115,911.00	0.00	0.00
A 1981.492	BOCES RENTAL		11,562.00	0.00	11,562.00	5,781.00	5,781.00	0.00
A 1981.493	BOCES CAPITAL		18,943.00	0.00	18,943.00	18,943.00	0.00	0.00
1981	ADMIN CHARGE-BOCES	*	146,416.00	0.00	146,416.00	140,635.00	5,781.00	0.00
19	Disability Insurance	**	355,016.00	425,000.00	780,016.00	760,369.23	12,793.77	6,853.00
1	CURRICH LIM PROFESSIONAL CALA	***	3,526,962.00	489,031.44	4,015,993.44	2,583,765.82	1,113,564.94	318,662.68
A 2010.15	CURRICULUM-PROFESSIONAL SALAF	KIES	0.00	0.00	0.00	0.00	0.00	0.00
A 2010.150	ASSISTANT SUPERINTENDENT CURRICULUM SALARIES		193,214.00 12,000.00	0.00	193,214.00 0.00	112,648.20 0.00	80,462.80 0.00	103.00
A 2010.16			•	-12,000.00				
A 2010.200	EQUIPMENT		1,500.00	-80.00	1,420.00	0.00	0.00	1,420.00

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A 2010.4	CURRICULUM DEVEL EXPENSE	2,000.00	0.00	2,000.00	100.00	0.00	1,900.00
<u>A 2010.45</u>	CURRICULUM DEVEL SUPPLIES	3,000.00	181.82	3,181.82	491.81	0.00	2,690.01
A 2010.451	DUP PAPER/REPT CARD	5,000.00	0.00	5,000.00	1,530.00	470.00	3,000.00
A 2010.49	BOCES CURRICULUM DEVELOPMENT	65,000.00	0.00	65,000.00	46,334.04	18,665.96	0.00
2010 A 2020.15	CURR. DEV./SUPERVISION * BUILDING PRINCIPALS SALARIES	281,714.00 324,047.00	-11,898.18 -23,855.33	269,815.82 300,191.67	161,104.05 150,343.95	99,598.76 58,326.32	9,113.01 91,521.40
A 2020.150-1	BUILDING PRINCIPALS SALARIES-BAS	185,620.00	938.00	186,558.00	108,825.50	77,732.50	0.00
A 2020.150-2	BUILDING PRINCIPALS SALARIES-RWC	164,970.00	0.00	164,970.00	96,231.38	68,736.62	2.00
A 2020.150-3	BUILDING PRINCIPALS SALARIES-WLB	151,898.00	-938.00	150,960.00	88,000.50	62,857.50	102.00
A 2020.160-1	BUILDG OFFICE SALARIES-BAS	44,051.00	6,824.00	50,875.00	29,157.46	21,717.54	0.00
A 2020.160-2	BUILDG OFFICE SALARIES-RWC	59,019.00	8,922.00	67,941.00	39,064.06	28,876.94	0.00
A 2020.160-3	BUILDG OFFICE SALARIES-WLB	46,319.00	8,109.33	54,428.33	31,662.46	22,765.87	0.00
<u>A 2020.4</u>	SUPERVISION EXPENSES	1,000.00	3,500.00	4,500.00	755.61	3,345.66	398.73
A 2020.401	SUPERVISION-BAS	200.00	0.00	200.00	0.00	0.00	200.00
<u>A 2020.401-97</u>	SUPERVISION-P/C-BAS	500.00	0.00	500.00	38.13	461.87	0.00
A 2020.402	SUPERVISION-WLB	200.00	-200.00	0.00	0.00	0.00	0.00
<u>A 2020.402-97</u>	SUPERVISION-P/C-WLB	300.00	200.00	500.00	51.86	248.14	200.00
<u>A 2020.403</u>	SUPERVISION-RWC	500.00	-200.00	300.00	0.00	0.00	300.00
A 2020.403-97	SUPERVISION-P/C-RWC	500.00	0.00	500.00	0.00	500.00	0.00
<u>A 2020.451</u>	SUPERVISION-BAS	500.00	191.18	691.18	191.18	0.00	500.00
A 2020.451-10	OFFICE PAPER-BAS	6,000.00	0.00	6,000.00	4,284.00	1,716.00	0.00
A 2020.451-20	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	2,550.00	3,450.00	1,000.00
A 2020.451-30	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	5,355.00	1,645.00	1,500.00
A 2020.452	SUPERVISION-WLB	500.00	780.00	1,280.00	1,280.00	0.00	0.00
A 2020.453	SUPERVISION-RWC	300.00	0.00	300.00	0.00	0.00	300.00
2020	SUPER. REG. SCHOOL *	1,001,924.00	4,271.18	1,006,195.18	557,791.09	352,379.96	96,024.13
A 2060.15	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	16,164.26	13,835.74	0.00
2060	RESEARCH PLAN/EVAL *	30,000.00	0.00	30,000.00	16,164.26	13,835.74	0.00
<u>A 2070.40</u>	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2070.41	INSERVICE TRNG-BAS	500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2070.42</u>	INSERVICE TRNG-WLB	500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2070.43</u>	INSERVICE TRNG-RWC	500.00	0.00	500.00	475.00	0.00	25.00
A 2070.44	INSERVICE TRNG-D.W.	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00

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A 2070.444	STAFF DEVELOPMENT	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
<u>A 2070.490</u>	BOCES STAFF DEVELOPMENT	25,000.00	0.00	25,000.00	10,275.20	14,724.80	0.00
2070	IN-SERV TRAIN-INSTR. *	38,500.00	0.00	38,500.00	10,750.20	14,724.80	13,025.00
20	Group Insurance **	1,352,138.00	-7,627.00	1,344,511.00	745,809.60	480,539.26	118,162.14
<u>A 2110.12</u>	TEACHERS 1-6 SALARIES	695,198.00	-454,884.00	240,314.00	100,130.90	140,183.10	0.00
<u>A 2110.120-1</u>	TEACHERS 1-6 SALARIES-BAS	2,320,026.00	-200,000.00	2,120,026.00	899,364.49	1,165,039.81	55,621.70
<u>A 2110.120-2</u>	TEACHERS 1-6 SALARIES-RWC	2,771,555.00	-353,835.60	2,417,719.40	979,323.65	1,239,095.43	199,300.32
<u>A 2110.120-3</u>	TEACHERS 1-6 SALARIES-WLB	2,112,242.00	8,814.00	2,121,056.00	911,883.87	1,192,928.78	16,243.35
A 2110.121	KINDERGARTEN TEACHERS SALARIES	75,262.00	0.00	75,262.00	0.00	0.00	75,262.00
<u>A 2110.121-1</u>	KINDERGARTEN TEACHERS SALARIES-BAS	188,532.00	8,438.00	196,970.00	82,070.80	114,899.20	0.00
A 2110.121-2	KINDERGARTEN TEACHERS SALARIES- RWC	204,384.00	148,192.00	352,576.00	146,906.80	205,669.20	0.00
<u>A 2110.121-3</u>	KINDERGARTEN TEACHERS SALARIES- WLB	155,788.00	12,351.00	168,139.00	70,057.90	98,081.10	0.00
<u>A 2110.123</u>	AFTER SCHOOL PROGRAMS	0.00	10,757.00	10,757.00	5,378.50	5,378.50	0.00
<u>A 2110.123-1</u>	AFTER SCHOOL PROGRAMS-BAS	6,650.00	0.00	6,650.00	3,299.40	3,299.60	51.00
A 2110.123-2	AFTER SCHOOL PROGRAMS-RWC	6,700.00	0.00	6,700.00	3,297.88	3,068.60	333.52
<u>A 2110.123-3</u>	AFTER SCHOOL PROGRAMS-WLB	6,650.00	867.69	7,517.69	4,088.39	3,656.50	-227.20
<u>A 2110.124-1</u>	SUPPORT SERVICES SALARIES-BAS	400,000.00	-11,624.69	388,375.31	173,322.42	186,097.28	28,955.61
A 2110.124-2	SUPPORT SERVICES SALARIES-RWC	410,849.00	0.00	410,849.00	156,595.00	219,233.00	35,021.00
A 2110.124-3	SUPPORT SERVICES SALARIES-WLB	410,000.00	-168,981.00	241,019.00	91,598.30	128,237.70	21,183.00
<u>A 2110.129-1</u>	EXTRA DUTIES/SERVICES-BAS	15,000.00	0.00	15,000.00	11,060.98	0.00	3,939.02
<u>A 2110.129-2</u>	EXTRA DUTIES/SERVICES-RWC	10,000.00	0.00	10,000.00	8,571.19	409.50	1,019.31
A 2110.129-3	EXTRA DUTIES/SERVICES-WLB	25,000.00	0.00	25,000.00	5,875.42	0.00	19,124.58
A 2110.140-1	SUB TEACHERS SALARIES-BAS	50,000.00	0.00	50,000.00	29,540.00	3,725.00	16,735.00
<u>A 2110.140-2</u>	SUB TEACHERS SALARIES-RWC	50,000.00	0.00	50,000.00	31,045.00	2,502.50	16,452.50
<u>A 2110.140-3</u>	SUB TEACHERS SALARIES-WLB	115,000.00	0.00	115,000.00	25,930.00	6,585.00	82,485.00
A 2110.160-1	LCH/CRM/CPY AIDES-BAS	209,672.00	0.00	209,672.00	103,759.46	64,290.67	41,621.87
A 2110.160-2	LCH/CRM/CPY AIDES-RWC	146,423.00	0.00	146,423.00	98,715.08	48,029.50	-321.58
A 2110.160-3	LCH/CRM/CPY AIDES-WLB	177,302.00	-12,880.04	164,421.96	81,818.96	31,758.60	50,844.40
A 2110.239	INSTRU MUSIC	5,000.00	-3,000.00	2,000.00	0.00	0.00	2,000.00
A 2110.400-71	COPIER LEASES-BAS	25,000.00	0.00	25,000.00	12,668.38	11,496.34	835.28
A 2110.400-72	COPIER LEASES-WLB	38,000.00	-3,541.40	34,458.60	15,547.99	18,910.37	0.24
A 2110.400-73	COPIER LEASES-RWC	17,000.00	3,500.00	20,500.00	12,753.26	7,503.22	243.52

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A 2110.402-4	SOCIAL STUDIES	2,900.00	0.00	2,900.00	0.00	0.00	2,900.00
<u>A 2110.402-71</u>	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-72	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
A 2110.402-73	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00
<u>A 2110.402-81</u>	SCIENCE-BAS	175.00	0.00	175.00	0.00	0.00	175.00
<u>A 2110.402-82</u>	SCIENCE-RWC	150.00	0.00	150.00	0.00	0.00	150.00
<u>A 2110.402-83</u>	SCIENCE-WLB	175.00	0.00	175.00	0.00	0.00	175.00
<u>A 2110.402-91</u>	ESL-BAS	50.00	0.00	50.00	0.00	0.00	50.00
<u>A 2110.402-92</u>	ESL-RWC	50.00	0.00	50.00	0.00	0.00	50.00
<u>A 2110.402-93</u>	ESL-WLB	50.00	0.00	50.00	0.00	0.00	50.00
<u>A 2110.403-51</u>	PHYSICAL ED-BAS	50.00	0.00	50.00	25.00	0.00	25.00
<u>A 2110.403-52</u>	PHYSICAL ED-RWC	50.00	0.00	50.00	50.00	0.00	0.00
<u>A 2110.403-53</u>	PHYSICAL ED-WLB	50.00	0.00	50.00	25.00	0.00	25.00
<u>A 2110.403-81</u>	VOCAL MUSIC-BAS	175.00	0.00	175.00	58.32	0.00	116.68
<u>A 2110.403-82</u>	VOCAL MUSIC-RWC	175.00	0.00	175.00	58.32	0.00	116.68
<u>A 2110.403-83</u>	VOCAL MUSIC-WLB	150.00	0.00	150.00	58.31	0.00	91.69
<u>A 2110.403-91</u>	INSTRU MUSIC-BAS	2,000.00	0.00	2,000.00	784.99	75.00	1,140.01
<u>A 2110.403-92</u>	INSTRU MUSIC-RWC	2,000.00	0.00	2,000.00	830.99	85.00	1,084.01
<u>A 2110.403-93</u>	INSTRU MUSIC-WLB	2,000.00	0.00	2,000.00	829.99	95.00	1,075.01
<u>A 2110.404-5</u>	OUTDOOR EDUCATION	600.00	0.00	600.00	0.00	0.00	600.00
<u>A 2110.405-4</u>	CHALLENGE	850.00	0.00	850.00	540.00	0.00	310.00
<u>A 2110.406-41</u>	STAFF MILEAGE-BAS	500.00	0.00	500.00	22.08	127.92	350.00
<u>A 2110.406-42</u>	STAFF MILEAGE-RWC	500.00	0.00	500.00	0.00	100.00	400.00
<u>A 2110.406-43</u>	STAFF MILEAGE-WLB	500.00	0.00	500.00	0.00	275.00	225.00
<u>A 2110.450-1</u>	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	5,365.30	236.34	4,398.36
<u>A 2110.450-2</u>	WLB-GENERAL INSTR SUPPLIES	10,000.00	228.59	10,228.59	5,097.65	392.71	4,738.23
<u>A 2110.450-3</u>	RWC-GENERAL INSTR SUPPLIES	16,000.00	-1,080.13	14,919.87	10,573.04	675.91	3,670.92
<u>A 2110.450-4</u>	MATH SUPPLIES	16,600.00	0.00	16,600.00	555.77	0.00	16,044.23
A 2110.451-01	BAS-KINDERGARTEN	2,000.00	0.00	2,000.00	1,362.07	0.00	637.93
<u>A 2110.451-02</u>	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	644.41	502.31	353.28
<u>A 2110.451-03</u>	RWC-KINDERGARTEN	2,500.00	0.00	2,500.00	2,367.31	48.46	84.23
<u>A 2110.452-41</u>	READING SUPPLIES-BAS	2,000.00	0.00	2,000.00	1,421.17	0.00	578.83
<u>A 2110.452-42</u>	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	761.11	0.00	1,238.89

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.452-43	READING SUPPLIES-RWC	2,000.00	0.00	2,000.00	1,501.34	0.00	498.66
A 2110.452-51	EARLY INTERV SUPPLIES-BAS	1,000.00	0.00	1,000.00	291.60	0.00	708.40
A 2110.452-52	EARLY INTERV SUPPLIES-WLB	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2110.452-53	EARLY INTERV SUPPLIES-RWC	1,000.00	0.00	1,000.00	830.77	0.00	169.23
A 2110.452-6	SLES-FOREIGN LANG	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
A 2110.452-71	HEALTH-BAS	700.00	0.00	700.00	0.00	0.00	700.00
A 2110.452-72	HEALTH-RWC	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-73	HEALTH-WLB	650.00	0.00	650.00	0.00	0.00	650.00
A 2110.452-8	SCIENCE	2,400.00	0.00	2,400.00	1,486.80	0.00	913.20
A 2110.452-81	SCIENCE-BAS	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 2110.452-82	SCIENCE-RWC	1,200.00	0.00	1,200.00	218.89	0.00	981.11
A 2110.452-83	SCIENCE-WLB	1,200.00	0.00	1,200.00	759.69	30.00	410.31
A 2110.452-91	ESL-BAS	400.00	0.00	400.00	0.00	0.00	400.00
<u>A 2110.452-92</u>	ESL-RWC	300.00	0.00	300.00	260.17	0.00	39.83
A 2110.452-93	ESL-WLB	300.00	0.00	300.00	254.84	0.00	45.16
<u>A 2110.453-01</u>	BAS-ART	3,300.00	1,334.70	4,634.70	3,315.98	0.00	1,318.72
<u>A 2110.453-02</u>	WLB-ART	3,300.00	0.00	3,300.00	2,356.72	0.00	943.28
<u>A 2110.453-03</u>	RWC-ART	3,800.00	0.00	3,800.00	2,658.09	0.00	1,141.91
<u>A 2110.453-51</u>	BAS-PHYSICAL ED	1,300.00	0.00	1,300.00	0.00	0.00	1,300.00
A 2110.453-52	WLB-PHYSICAL ED	1,300.00	0.00	1,300.00	278.14	30.66	991.20
A 2110.453-53	RWC-PHYSICAL ED	1,600.00	0.00	1,600.00	1,150.33	0.00	449.67
<u>A 2110.453-81</u>	VOCAL MUSIC-BAS	838.00	0.00	838.00	697.58	0.00	140.42
A 2110.453-82	VOCAL MUSIC-RWC	914.00	0.00	914.00	697.59	0.00	216.41
A 2110.453-83	VOCAL MUSIC-WLB	748.00	0.00	748.00	744.88	0.00	3.12
A 2110.453-91	INSTRU MUSIC-BAS	2,000.00	1,000.00	3,000.00	2,186.85	0.00	813.15
A 2110.453-92	INSTRU MUSIC-RWC	2,000.00	1,000.00	3,000.00	2,182.11	0.00	817.89
A 2110.453-93	INSTRU MUSIC-WLB	2,000.00	1,000.00	3,000.00	2,170.11	0.00	829.89
A 2110.455-01	BAS-SUPPLEMENTAL	2,000.00	730.00	2,730.00	2,723.83	0.00	6.17
A 2110.455-02	WLB-SUPPLEMENTAL	3,000.00	-730.00	2,270.00	0.00	0.00	2,270.00
A 2110.455-03	RWC-SUPPLEMENTAL	3,700.00	0.00	3,700.00	0.00	0.00	3,700.00
A 2110.455-4	CHALLENGE	2,800.00	0.00	2,800.00	2,265.85	0.00	534.15
A 2110.455-41	BAS-CHALLENGE	1,255.00	0.00	1,255.00	1,004.00	0.00	251.00
A 2110.455-42	WLB-CHALLENGE	1,300.00	0.00	1,300.00	867.00	200.00	233.00

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.455-43	RWC-CHALLENGE	1,495.00	0.00	1,495.00	1,196.00	0.00	299.00
<u>A 2110.456</u>	District Workbooks	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 2110.47	TUITION	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
A 2110.473	CHARTER SCHOOL TUITION	48,000.00	87,762.00	135,762.00	82,965.70	52,796.29	0.01
A 2110.48	TEXTBOOKS	16,000.00	8,400.00	24,400.00	11,995.07	9,604.93	2,800.00
<u>A 2110.480-1</u>	BAS TEXTBOOKS	8,500.00	0.00	8,500.00	8,100.00	400.00	0.00
A 2110.480-2	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	4,288.25	481.40	4,030.35
A 2110.480-3	RWC TEXTBOOKS	11,000.00	1,287.98	12,287.98	11,887.98	400.00	0.00
<u>A 2110.482-41</u>	READING/SUPPORT TEXTBOOKS BAS	2,500.00	0.00	2,500.00	2,361.24	138.76	0.00
A 2110.482-42	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	618.20	0.00	1,881.80
A 2110.482-43	READING/SUPPORT TEXTBOOKS RWC	2,700.00	0.00	2,700.00	1,126.07	0.00	1,573.93
<u>A 2110.482-9</u>	ESL TEXTBOOKS	2,300.00	0.00	2,300.00	896.70	6.00	1,397.30
<u>A 2110.484</u>	MATH TEXTBOOKS	35,000.00	0.00	35,000.00	0.00	185.75	34,814.25
<u>A 2110.485</u>	SCIENCE TEXTBOOKS	8,200.00	0.00	8,200.00	0.00	0.00	8,200.00
A 2110.49	BOCES SERVICES	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
A 2110.492-9	ESL	37,500.00	0.00	37,500.00	23,059.30	14,440.70	0.00
<u>A 2110.494-5</u>	OUTDOOR EDUCATION	33,500.00	0.00	33,500.00	2,550.00	30,950.00	0.00
<u>A 2110.495-5</u>	BOCES-ARTS IN EDUC	25,000.00	0.00	25,000.00	15,079.29	9,920.71	0.00
2110	REGULAR SCHOOL *	11,051,833.00	-914,893.90	10,136,939.10	4,293,061.81	5,025,277.35	818,599.94
21	New York State Income Tax **	11,051,833.00	-914,893.90	10,136,939.10	4,293,061.81	5,025,277.35	818,599.94
A 2250.150-1	RR/SPEECH/CID SALARIES-BAS	275,000.00	0.00	275,000.00	109,284.59	161,347.90	4,367.51
<u>A 2250.150-2</u>	RR/SPEECH/CID SALARIES-RWC	700,000.00	0.00	700,000.00	244,571.64	297,537.68	157,890.68
<u>A 2250.150-3</u>	RR/SPEECH/CID SALARIES-WLB	637,354.00	0.00	637,354.00	198,217.80	269,589.26	169,546.94
<u>A 2250.151</u>	INCLUSION TEACHERS SALARIES	0.00	91,554.00	91,554.00	38,147.50	53,406.50	0.00
A 2250.151-1	INCLUSION TEACHERS SALARIES-BAS	510,000.00	0.00	510,000.00	175,949.20	246,847.40	87,203.40
<u>A 2250.151-2</u>	INCLUSION TEACHERS SALARIES-RWC	513,542.00	618,937.60	1,132,479.60	492,257.72	640,221.88	0.00
A 2250.151-3	INCLUSION TEACHERS SALARIES-WLB	0.00	169,254.00	169,254.00	70,522.50	98,731.50	0.00
A 2250.152	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
A 2250.16	CSE OFFICE SALARIES	134,145.00	0.00	134,145.00	78,301.16	52,806.84	3,037.00
A 2250.160-2	CSE CLASSROOM AIDES-RWC	0.00	600.00	600.00	600.00	0.00	0.00
A 2250.161	INCLUSION AIDES SALARIES	70,000.00	-9,752.53	60,247.47	22,959.48	28,269.49	9,018.50
A 2250.161-1	INCLUSION AIDES SALARIES-BAS	40,000.00	9,152.53	49,152.53	21,862.24	27,877.51	-587.22
<u>A 2250.161-2</u>	INCLUSION AIDES SALARIES-RWC	165,000.00	0.00	165,000.00	68,512.20	76,344.44	20,143.36

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2250.161-3	INCLUSION AIDES SALARIES-WLB		175,493.00	0.00	175,493.00	57,772.53	81,427.82	36,292.65
A 2250.2	SPECIAL ED EQUIP GENERAL		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
A 2250.237	CID EQUIPMENT		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 2250.4</u>	SPECIAL ED EXPENSES		15,000.00	33,300.00	48,300.00	7,851.04	31,578.34	8,870.62
A 2250.400-1	Copy Machine Lease Service		6,000.00	0.00	6,000.00	4,417.73	1,582.27	0.00
A 2250.400-3	SPECIAL ED RELATED SERVICES		300,000.00	-35,000.00	265,000.00	61,015.38	169,365.62	34,619.00
<u>A 2250.403-97</u>	PETTY CASH		100.00	0.00	100.00	0.00	100.00	0.00
<u>A 2250.45</u>	SPECIAL ED SUPPLIES		5,000.00	0.00	5,000.00	3,783.35	73.89	1,142.76
<u>A 2250.451</u>	OFFICE PAPER-CSE		500.00	0.00	500.00	0.00	0.00	500.00
A 2250.453-41	SPEECH SUPPLIES-BAS		300.00	0.00	300.00	182.70	0.00	117.30
<u>A 2250.453-42</u>	SPEECH SUPPLIES-RWC		350.00	0.00	350.00	347.50	0.00	2.50
<u>A 2250.453-43</u>	SPEECH SUPPLIES-WLB		350.00	0.00	350.00	287.80	0.00	62.20
<u>A 2250.453-5</u>	SPECIAL ED-SPEECH K		500.00	0.00	500.00	423.73	0.00	76.27
A 2250.453-61	RESOURCE ROOM-BAS		0.00	650.00	650.00	485.02	129.23	35.75
<u>A 2250.453-62</u>	RESOURCE ROOM-RWC		1,000.00	-300.00	700.00	480.23	0.00	219.77
<u>A 2250.453-63</u>	RESOURCE ROOM-WLB		1,000.00	-350.00	650.00	0.00	0.00	650.00
A 2250.453-72	CID SUPPLIES-RWC		660.00	0.00	660.00	206.17	0.00	453.83
A 2250.453-73	CID SUPPLIES-WLB		1,340.00	0.00	1,340.00	902.27	0.00	437.73
A 2250.477	SPECIAL ED-TUITION		1,413,490.00	-22,627.00	1,390,863.00	279,933.04	1,042,366.96	68,563.00
<u>A 2250.483-7</u>	CID TEXTBOOKS		1,000.00	0.00	1,000.00	926.00	0.00	74.00
A 2250.490	BOCES SERVICES		3,362,545.00	0.00	3,362,545.00	1,224,385.27	2,138,159.73	0.00
2250	HANDICAPPED PROGRAM	*	8,334,169.00	855,418.60	9,189,587.60	3,164,585.79	5,417,764.26	607,237.55
22	Federal Income Tax	**	8,334,169.00	855,418.60	9,189,587.60	3,164,585.79	5,417,764.26	607,237.55
<u>A 2330.45</u>	SUMMER SCHOOL SUPPLIES		1,000.00	416.65	1,416.65	416.65	175.00	825.00
<u>A 2330.49</u>	BOCES SUMMER SCHOOL		50,000.00	0.00	50,000.00	0.00	50,000.00	0.00
2330	OTHER SPEC. SCHOOLS	*	51,000.00	416.65	51,416.65	416.65	50,175.00	825.00
23	Income Executions	**	51,000.00	416.65	51,416.65	416.65	50,175.00	825.00
A 2610.150-1	LIBRARY SALARIES-BAS		85,416.00	4,884.00	90,300.00	37,625.00	52,675.00	0.00
<u>A 2610.150-2</u>	LIBRARY SALARIES-RWC		74,381.00	4,286.00	78,667.00	32,053.80	46,613.20	0.00
<u>A 2610.150-3</u>	LIBRARY SALARIES-WLB		145,530.00	-9,170.00	136,360.00	56,434.60	79,008.40	917.00
<u>A 2610.2</u>	EQUIPMENT-LIBRARY		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<u>A 2610.250-0</u>	AUDIO VISUAL EQUIPMENT		1,000.00	-1,000.00	0.00	0.00	0.00	0.00
<u>A 2610.405</u>	AUDIO VISUAL EXPENSES		2,500.00	-1,278.52	1,221.48	1,009.33	212.15	0.00

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2610.45	LIBRARY SUPPLIES		1,800.00	1,278.52	3,078.52	2,605.97	0.00	472.55
<u>A 2610.451</u>	LIBRARY BOOKS-BAS		7,000.00	895.00	7,895.00	7,205.01	0.00	689.99
<u>A 2610.452</u>	LIBRARY BOOKS-RWC		7,000.00	1,572.00	8,572.00	7,547.83	0.00	1,024.17
<u>A 2610.453</u>	LIBRARY BOOKS-WLB		7,500.00	-467.00	7,033.00	6,337.81	600.00	95.19
<u>A 2610.455</u>	AUDIO VISUAL SUPPLIES		1,500.00	0.00	1,500.00	1,464.48	0.00	35.52
<u>A 2610.46</u>	LIBRARY COMPUTER SOFTWARE		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
<u>A 2610.49</u>	BOCES		27,500.00	0.00	27,500.00	13,453.17	14,046.83	0.00
2610	LIBRARY	*	365,127.00	0.00	365,127.00	165,737.00	193,155.58	6,234.42
<u>A 2630.12</u>	COMPUTER SALARY		259,327.00	0.00	259,327.00	109,147.66	149,689.84	489.50
<u>A 2630.120-2</u>	COMPUTER SALARY-RWC		0.00	0.00	0.00	0.00	0.00	0.00
<u>A 2630.2</u>	COMPUTER EQUIPMENT		10,000.00	3,735.51	13,735.51	3,563.88	2,818.00	7,353.63
<u>A 2630.4</u>	COMPUTER EXPENSES		25,000.00	-12,000.00	13,000.00	9,199.53	630.35	3,170.12
<u>A 2630.45</u>	COMPUTER SUPPLIES		25,000.00	0.00	25,000.00	14,043.47	7,687.97	3,268.56
<u>A 2630.46</u>	COMPUTER SOFTWARE		35,000.00	13,272.00	48,272.00	25,604.44	0.00	22,667.56
<u>A 2630.49</u>	BOCES E-RATE SERVICES		265,000.00	828.00	265,828.00	154,959.30	110,040.70	828.00
2630	COMPUTER ASSISTED INSTRUCT.	*	619,327.00	5,835.51	625,162.51	316,518.28	270,866.86	37,777.37
26	Social Security Tax	**	984,454.00	5,835.51	990,289.51	482,255.28	464,022.44	44,011.79
<u>A 2805.4</u>	ATTENDANCE EXPENSES		18,000.00	0.00	18,000.00	0.00	18,000.00	0.00
2805	ATTENDANCE	*	18,000.00	0.00	18,000.00	0.00	18,000.00	0.00
<u>A 2815.16</u>	SCHOOL NURSES SALARIES		50,949.00	20,275.00	71,224.00	29,676.70	41,547.30	0.00
<u>A 2815.160-1</u>	SCHOOL NURSES SALARIES-BAS		68,129.00	-5,354.50	62,774.50	26,051.70	36,722.80	0.00
<u>A 2815.160-2</u>	SCHOOL NURSES SALARIES-RWC		84,381.00	-11,773.00	72,608.00	30,253.30	42,354.70	0.00
<u>A 2815.160-3</u>	SCHOOL NURSES SALARIES-WLB		66,035.00	-3,093.00	62,942.00	31,471.00	31,471.00	0.00
<u>A 2815.4</u>	HEALTH SERVICES EXPENSES		50,000.00	24,045.50	74,045.50	13,626.22	30,860.10	29,559.18
<u>A 2815.450-1</u>	HEALTH SERVICE SUPPLIES-BAS		2,900.00	0.00	2,900.00	1,683.68	102.45	1,113.87
<u>A 2815.450-2</u>	HEALTH SERVICE SUPPLIES-RWC		2,900.00	0.00	2,900.00	2,093.64	0.00	806.36
<u>A 2815.450-3</u>	HEALTH SERVICE SUPPLIES-WLB		2,900.00	0.00	2,900.00	1,763.07	0.00	1,136.93
<u>A 2815.452-51</u>	DIAGNOSTIC SCREEN SUPPLIES-BA	\S	5,650.00	0.00	5,650.00	1,211.93	0.00	4,438.07
<u>A 2815.452-52</u>	DIAGNOSTIC SCREEN SUPPLIES-R\	NC	5,700.00	0.00	5,700.00	1,211.93	0.00	4,488.07
<u>A 2815.452-53</u>	DIAGNOSTIC SCREEN SUPPLIES-W	LB	5,650.00	0.00	5,650.00	1,554.86	0.00	4,095.14
A 2815.473	SPEECH SERV-PAROC		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
<u>A 2815.49</u>	BOCES-HEALTH SERV		20,000.00	0.00	20,000.00	27,160.84	43,939.16	-51,100.00
2815	HEALTH SERVICES	*	366,694.00	24,100.00	390,794.00	167,758.87	226,997.51	-3,962.38

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Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2820.151-71	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-BAS		125,463.00	0.00	125,463.00	51,899.60	72,659.40	904.00
A 2820.151-72	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-RWC		124,384.00	0.00	124,384.00	51,482.90	72,076.10	825.00
A 2820.151-73	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-WLB		205,882.00	0.00	205,882.00	92,559.00	111,893.00	1,430.00
<u>A 2820.155-0</u>	EARLY ID TEACHERS SALARIES		2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
<u>A 2820.400-1</u>	PSYCH EXPENSES-BAS		250.00	0.00	250.00	0.00	0.00	250.00
<u>A 2820.400-2</u>	PSYCH EXPENSES-RWC		300.00	0.00	300.00	0.00	0.00	300.00
<u>A 2820.400-3</u>	PSYCH EXPENSES-WLB		300.00	0.00	300.00	0.00	0.00	300.00
<u>A 2820.451-71</u>	PSYCH SUPPLIES-BAS		300.00	0.00	300.00	194.80	0.00	105.20
<u>A 2820.451-72</u>	PSYCH SUPPLIES-RWC		350.00	0.00	350.00	244.20	0.00	105.80
<u>A 2820.451-73</u>	PSYCH SUPPLIES-WLB		350.00	0.00	350.00	350.00	0.00	0.00
A 2820.455-0	EARLY ID-SUPPLIES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2820	PSYCHOLOGY SERVICES	*	460,579.00	0.00	460,579.00	196,730.50	256,628.50	7,220.00
<u>A 2825.150-1</u>	SOCIAL WORKER SALARIES-BAS		140,617.00	0.00	140,617.00	55,743.85	77,851.15	7,022.00
<u>A 2825.150-2</u>	SOCIAL WORKER SALARIES-RWC		139,480.00	0.00	139,480.00	56,123.94	78,597.76	4,758.30
<u>A 2825.400-1</u>	SOCIAL WORKER EXPENSES-BAS		200.00	0.00	200.00	0.00	0.00	200.00
<u>A 2825.45</u>	SOCIAL WORKER SUPPLIES		300.00	0.00	300.00	197.82	0.00	102.18
<u>A 2825.450-2</u>	SOCIAL WORKER SUPPLIES-RWC		200.00	0.00	200.00	0.00	0.00	200.00
2825	SOCIAL WORK SRVC-REG SCHOOL	*	280,797.00	0.00	280,797.00	112,065.61	156,448.91	12,282.48
28	New York City Income Tax	**	1,126,070.00	24,100.00	1,150,170.00	476,554.98	658,074.92	15,540.10
2		***	22,899,664.00	-36,750.14	22,862,913.86	9,162,684.11	12,095,853.23	1,604,376.52
<u>A 5540.4</u>	TRANSPORTATION EXPENSES		1,404,000.00	90,000.00	1,494,000.00	698,171.96	716,310.64	79,517.40
<u>A 5540.405</u>	TRANSPORT/SCHOOL TRIP		12,000.00	0.00	12,000.00	1,068.79	0.00	10,931.21
5540	CONTRACTED TRANSPORTATION	*	1,416,000.00	90,000.00	1,506,000.00	699,240.75	716,310.64	90,448.61
<u>A 5581.49</u>	BOCES/TRANSP. EXPENSE		280,800.00	0.00	280,800.00	120,869.20	159,930.80	0.00
A 5581.491	SUMMER SPECIAL ED. TRANSPORT	ATION	12,000.00	0.00	12,000.00	0.00	12,000.00	0.00
5581	TRANS. BOCES	*	292,800.00	0.00	292,800.00	120,869.20	171,930.80	0.00
55		**	1,708,800.00	90,000.00	1,798,800.00	820,109.95	888,241.44	90,448.61
5		***	1,708,800.00	90,000.00	1,798,800.00	820,109.95	888,241.44	90,448.61
<u>A 8070.4</u>	CENSUS EXPENSES		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 8070.45</u>	CENSUS SUPPLIES		200.00	0.00	200.00	0.00	0.00	200.00
8070	CENSUS	*	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00

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Appropriation Status Detail Report By Function From 7/1/2023 To 1/31/2024



Available	Encumbered	Expensed	Adj. Budget	Adjustments	Budget		Description	Account
1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	**		80
1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	***		8
130,240.00	0.00	307,936.00	438,176.00	0.00	438,176.00		EMPLOYEE RETIREMENT	<u>A 9010.8</u>
130,240.00	0.00	307,936.00	438,176.00	0.00	438,176.00	*	EMP. RETIREMENT SYSTEM	9010
1,596,633.00	0.00	0.00	1,596,633.00	0.00	1,596,633.00		TEACHERS RETIREMENT	A 9020.8
1,596,633.00	0.00	0.00	1,596,633.00	0.00	1,596,633.00	*	TEACHERS RETIRE. SYSTEM	9020
768,312.93	0.00	605,583.07	1,373,896.00	0.00	1,373,896.00		SOCIAL SECURITY	<u>A 9030.8</u>
768,312.93	0.00	605,583.07	1,373,896.00	0.00	1,373,896.00	*	FICA	9030
0.00	0.00	97,853.00	97,853.00	0.00	97,853.00		WORKERS COMP	A 9040.8
0.00	0.00	97,853.00	97,853.00	0.00	97,853.00	*	WORKMEN'S COMPENSATION	9040
5,000.00	13,444.77	6,555.23	25,000.00	0.00	25,000.00		UNEMPLOYMENT INSURANCE	<u>A 9050.8</u>
5,000.00	13,444.77	6,555.23	25,000.00	0.00	25,000.00	*	UNEMPLOYMENT	9050
2,807,799.18	0.00	1,833,213.82	4,641,013.00	-65,135.00	4,706,148.00		HOSP & MED INSUR	A 9060.8
115,100.12	0.00	76,299.88	191,400.00	-8,000.00	199,400.00		DENTAL INSURANCE	A 9060.85
2,922,899.30	0.00	1,909,513.70	4,832,413.00	-73,135.00	4,905,548.00	*	HEALTH INSURANCE	9060
-40,469.75	0.00	40,469.75	0.00	0.00	0.00		ACCUM LEAVE	A 9089.15
-40,469.75	0.00	40,469.75	0.00	0.00	0.00	*	OTHER	9089
5,382,615.48	13,444.77	2,967,910.75	8,363,971.00	-73,135.00	8,437,106.00	**		90
0.13	161,142.68	158,785.19	319,928.00	0.00	319,928.00		PRINCIPAL ON INDEBTED	<u>A 9710.6</u>
0.59	36,595.46	38,952.95	75,549.00	0.00	75,549.00		INTEREST ON INDEBTEDN	<u>A 9710.7</u>
0.72	197,738.14	197,738.14	395,477.00	0.00	395,477.00	*	DEBT SERVICE-SERIAL BONDS	9710
0.72	197,738.14	197,738.14	395,477.00	0.00	395,477.00	**	Endowment, Scholarship and Gift Fund	97
10,000.00	0.00	0.00	10,000.00	0.00	10,000.00		TRANSFER TO SCHOOL FOOD	<u>A 9901.93</u>
40,000.00	0.00	0.00	40,000.00	0.00	40,000.00		TRANSFER TO SPECIAL AID	<u>A 9901.95</u>
50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	*	TRANSFER TO SPECIAL AID	9901
50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	**		99
5,432,616.20	211,182.91	3,165,648.89	8,809,448.00	-73,135.00	8,882,583.00	***		9
7,447,304.01	14,308,842.52	15,732,208.77	37,488,355.30	469,146.30	37,019,209.00		Fund ATotals:	
7,447,304.01	14,308,842.52	15,732,208.77	37,488,355.30	469,146.30	37,019,209.00		Grand Totals:	

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Revenue Status Report By Function From 7/1/2023 To 1/31/2024



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
<u>A 1001</u>	REAL PROPERTY TAXES	22,604,855.00	0.00	22,604,855.00	21,150.85	22,583,704.15
<u>A 1052</u>	IDA OVERPYMT REAL ESTATE TAXES	0.00	0.00	0.00	509,820.23	-509,820.23
<u>A 1090</u>	INTEREST ON REAL ESTATE TAXES	0.00	0.00	0.00	19,514.23	-19,514.23
<u>A 2401</u>	INTEREST AND EARNINGS	120,000.00	0.00	120,000.00	273,349.27	-153,349.27
<u>A 2412</u>	RENTAL FRM MUNICIPALITIES	0.00	0.00	0.00	630.00	-630.00
<u>A 2680</u>	INSURANCE RECOVERIES	0.00	0.00	0.00	2,050.38	-2,050.38
<u>A 2703</u>	REFUND OF PRIOR YEAR EXP-OTHER	0.00	0.00	0.00	9,821.89	-9,821.89
<u>A 2770</u>	OTHER UNCLASSIFIED REV	1,005,722.00	0.00	1,005,722.00	0.00	1,005,722.00
<u>A 3101</u>	STATE AID-BASIC FORMULA	12,388,632.00	0.00	12,388,632.00	556,072.21	11,832,559.79
<u>A 3101.E</u>	EXCESS COST AID	0.00	0.00	0.00	412,689.00	-412,689.00
<u>A 3102</u>	STATE AID-LOTTERY	0.00	0.00	0.00	1,709,164.93	-1,709,164.93
<u>A 3260</u>	STATE AID-TEXTBOOKS	0.00	0.00	0.00	17,310.00	-17,310.00
<u>A 3289</u>	OTHER STATE AID	0.00	0.00	0.00	3,430.00	-3,430.00
<u>A 4601</u>	MEDICAID REIMBURSEMENT	0.00	0.00	0.00	52,738.02	-52,738.02
	A Totals:	36,119,209.00	0.00	36,119,209.00	3,587,741.01	32,531,467.99
<u>C 1440</u>	SALE OF LUNCHES	0.00	0.00	0.00	13,313.75	-13,313.75
<u>C 2401</u>	INTEREST & EARNINGS	0.00	0.00	0.00	393.01	-393.01
<u>C 2770</u>	MISCELLANEOUS REVENUES	0.00	0.00	0.00	1,050.00	-1,050.00
<u>C 3190</u>	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	28,698.00	-28,698.00
<u>C 3191</u>	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	3,362.00	-3,362.00
<u>C 4190</u>	FEDERAL AID - LUNCH	0.00	0.00	0.00	77,534.00	-77,534.00
<u>C 4191</u>	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	8,841.00	-8,841.00
	C Totals:	0.00	0.00	0.00	133,191.76	-133,191.76
CM 2401	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	7.67	-7.67
	CM Totals:	0.00	0.00	0.00	7.67	-7.67
<u>F 2401</u>	INTEREST & EARNINGS	0.00	0.00	0.00	335.73	-335.73
F 3289	OTHER STATE AID	0.00	0.00	0.00	1,076.50	-1,076.50
F 3289.01.24.5870	UPK FEDERAL ONLY GRANT - 2023-24 - 5870-24 -9294	300,720.00	0.00	300,720.00	60,144.00	240,576.00
F 3289.10.24.0409	UPK STATE ONLY GRANT - 2023-24 - 5870-24-	112,712.00	0.00	112,712.00	56,356.00	56,356.00

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Revenue Status Report By Function From 7/1/2023 To 1/31/2024



Unearned Revenue	Revenue Earned	Revised Budget	Adjustments	Budget	Description	Account
-5,881.00	5,881.00	0.00	0.00	0.00	CRRSA-ESSER 2 - 03/13/20-09/30/23 - 5891-21- 1565	F 4289.00.21.5891
-7,313.00	7,313.00	0.00	0.00	0.00	CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21- 1565	F 4289.00.21.5896
287,519.00	71,879.00	359,398.00	0.00	359,398.00	SEC 611 - 0032-24-0433 - 2023-2024	F 4289.02.24.0032
13,578.00	3,394.00	16,972.00	0.00	16,972.00	SEC 619 - 0033-24-0433 - 2023-2024	F 4289.03.24.0033
121,576.00	30,393.00	151,969.00	0.00	151,969.00	TITLE IA - 2023-24 - 0021-24-1565	F 4289.07.24.0021
20,677.00	5,169.00	25,846.00	0.00	25,846.00	TITLE IIA - 2023-24 - 0147-24-1565	F 4289.08.24.0147
3,249.00	0.00	3,249.00	3,249.00	0.00	TITLE IIIA ELL - 2022-23 - 0293-23-1565	F 4289.09.23.0293
13,046.00	3,261.00	16,307.00	0.00	16,307.00	TITLE IIIA ELL - 2023-24 - 0293-24-1565	F 4289.09.24.0293
8,477.00	2,119.00	10,596.00	0.00	10,596.00	TITLE IV A - 2023-24 - 0204-24-1565	F 4289.13.24.0204
80,000.00	20,000.00	100,000.00	0.00	100,000.00	TITLE I SCHOOL IMPROVEMENT (TSI) - 2023-24 - 0011-24-3144	F 4289.14.24.0011
472.00	117.00	589.00	0.00	589.00	ARP-HCY (ARP HOMELESS II SLR) - 5219-21- 1565 - 2020-2024	F 4289.19.21.5219
-59,093.00	59,093.00	0.00	0.00	0.00	ARP SEC 611 - 5532-22-0433 - 2021-2023	F 4289.32.22.5532
-4,827.00	4,827.00	0.00	0.00	0.00	ARP SEC 619 - 5533-22-0433 - 2021-2023	F 4289.33.22.5533
766,999.77	331,358.23	1,098,358.00	3,249.00	1,095,109.00	F Totals:	
-117.18	117.18	0.00	0.00	0.00	INTEREST & EARNINGS	<u>H 2401</u>
-117.18	117.18	0.00	0.00	0.00	H Totals:	
33,165,151.15	4,052,415.85	37,217,567.00	3,249.00	37,214,318.00	Grand Totals:	

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VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2023 - 1/31/2024



ccount	Description	Debits	Credits
200G	NY CLASS	2,126,436.33	0.00
200H	METROPOLITAN COMMERCIAL BANK	7,335,477.91	0.00
203	CASH CHECKING-CHASE	2,894,949.49	0.00
204	CASH CHECKING-CHASE - TA	60,128.68	0.00
204A	CASH STUDENT DEPOSIT	780.30	0.00
204B	CASH - NET PAYROLL	3,871.00	0.00
250	TAXES RECEIVABLE	0.00	25,555,854.79
380	ACCOUNTS RECEIVABLE	1,534.50	0.00
391C	DUE FROM CAFETERIA FUND	181,667.94	0.00
391F	DUE FROM FEDERAL FUND	1,202,890.87	0.00
391H	DUE FROM CAPITAL FUND	275,000.00	0.00
410	STATE AID RECEIVABLE	86,098.00	0.00
440	DUE FROM OTHER GOVTS	91,415.97	0.00
510	ESTIMATED REVENUES	36,119,209.00	0.00
521	ENCUMBRANCES	14,308,842.52	0.00
522	APPROPRIATION EXPENSES	15,732,208.77	0.00
599	APPROPRIATED FUND BAL	1,369,146.30	0.00
600	ACCOUNTS PAYABLE	0.00	19,390.48
601	ACCRUED LIABILITIES	0.00	6,558.04
630	DUE TO OTHER FUNDS	0.00 0.00	642.93 166,270.66
630C	DUE TO CAFETERIA FUND		
630F	DUE TO FEDERAL FUND	0.00	1,076.50
630H	DUE TO CAPITAL FUND	0.00	133,083.01
631	DUE TO HIGH SCHOOL DIST	12,171,765.90	0.00
632	DUE TO TEACHERS RETIREMT	0.00	1,737,742.20
637	DUE TO ERS	0.00	110,406.00
687	COMPENSATED ABSENCES	0.00	40,469.75
691	DEFERRED REVENUE	0.00	1,534.50
718	STATE RETIREMENT	0.00	5,080.14
718.1	STATE RETIREMENT - ERS LOAN		2,196.00
718.3	STATE RETIREMENT - ERS ARREARS	0.00	28.70
720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	3,224.24
720.2	GROUP INSURANCE - DENTAL	0.00	25.00
726	SOCIAL SECURITY TAXES	543.14	0.00
738	STUDENT DEPOSITS	0.00	568.32
815	RESERVE FOR UNEMPLOYMENT	0.00	23,966.47
821	RESERVE FOR ENCUMBRANCES	0.00	14,308,842.52
827	RESERVE FOR STATE AND LOCAL RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	3,823,845.67
828	RESERVE FOR TEACHERS' RETIREMENT SYSTEM CONTRIBUTIONS.	0.00	1,122,389.51
867	RES FOR ACCR LIAB & EMP BENE	0.00	1,316,888.48
878	CAPITAL RESERVE	0.00	1,662,307.40
909	FUND BALANCE	0.00	1,943,479.00
910	APPROPRIATED FUND BALANCE	0.00	900,000.00
960	APPROPRIATIONS	0.00	37,488,355.30

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VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2023 - 1/31/2024



Account	Description	Debits	Credits
A 980	REVENUES	0.00	3,587,741.01
	A Fund Totals:	93,961,966.62	93,961,966.62
C 203	CASH CHECKING-CHASE	993.57	0.00
C 391	DUE FROM GENERAL FUND	166,270.66	0.00
C 521	ENCUMBRANCES	179,942.82	0.00
C 522	EXPENDITURES	180,726.35	0.00
C 599	APPROPRIATED FUND BALANCE	363,500.00	0.00
C 630	DUE TO OTHER FUNDS	0.00	181,667.94
C 691	DEFERRED REVENUE	0.00	26,273.02
C 821	RESERVE FOR ENCUMBRANCES	0.00	179,942.82
C 909	FUND BALANCE, UNRESERVED	0.00	6,857.86
C 960	APPROPRIATIONS	0.00	363,500.00
C 980	REVENUES	0.00	133,191.76
	C Fund Totals:	891,433.40	891,433.40
CM 200.1	CASH - SCHOLARSHIP CHECKING	531.46	0.00
CM 391	Due From Other Funds	642.93	0.00
CM 899	OTHER RESTRICTED FUND BALANCE	0.00	1,166.72
CM 980	Revenues	0.00	7.67
	CM Fund Totals:	1,174.39	1,174.39
F 203	CASH CHECKING-CHASE	0.00	19,769.83
F 391	DUE FROM GENERAL FUND	1,076.50	0.00
F 410	STATE & FEDERAL AID RECEIVABLE	400,612.36	0.00
F 510	ESTIMATED REVENUE	1,098,358.00	0.00
F 521	ENCUMBRANCES	849,943.94	0.00
F 522	EXPENDITURES	1,214,128.57	0.00
F 599	APPROPRIATED FUND BALANCE	1,674,032.84	0.00
F 600	ACCOUNTS PAYABLE	0.00	780.00
F 630	DUE TO GENERAL FUND	0.00	1,202,890.87
F 691	COLLECTIONS IN ADVANCE	0.00	61,018.50
F 821	RESERVE FOR ENCUMBRANCES	0.00	849,943.94
F 960	APPROPRIATIONS	0.00	2,772,390.84
F 980	REVENUES	0.00	331,358.23
	F Fund Totals:	5,238,152.21	5,238,152.21
H 203	CASH CHECKING-CHASE	434.44	0.00
H 391	DUE FROM GENERAL FUND	133,083.01	0.00
H 410	STATE & FEDERAL AID RECEIVABLE	477,367.00	0.00
H 521	ENCUMBRANCES	188,631.77	0.00
H 522	EXPENDITURES	278,752.55	0.00
H 599	APPROPRIATED FUND BALANCE	932,667.30	0.00
H 630	DUE TO GENERAL FUND	0.00	275,000.00
Ⅎ 691	BOND PREMIUM	0.00	477,367.00
H 821	RESERVE FOR ENCUMBRANCES	0.00	188,631.77
H 878	RESTRICTED/CAPITAL RESERVE	0.00	425,000.00
H 909	FUND BALANCE, UNRESERVED	287,847.18	0.00
H 960	APPROPRIATIONS	0.00	932,667.30
H 980	REVENUES	0.00	117.18
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VALLEY STREAM UFSD # 24

Trial Balance Report From 7/1/2023 - 1/31/2024



Account	Description Debits			Credits
,	, -			
TC 440		H Fund Totals:	2,298,783.25	2,298,783.25 0.00
TC 440 TC 631	DUE FROM OTHER GOVERNMENTS DUE TO OTHER GOVERNMENTS		714,557.47 0.00	714,557.47
	DOL TO OTTILIN GOVERN	TC Fund Totals:		
			714,557.47	714,557.47
		Grand Totals:	103,106,067.34	103,106,067.34

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CODE OF CHARACTER, CONDUCT AND SUPPORT

Policy 5131

I. Introduction

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

The School 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 of Education 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 of Education adopts this Code of Character, Conduct and Support ("Code").

Unless otherwise indicated, the Code applies to all students, school personnel, person(s) in parental relation to student(s), and other visitors when on school property or attending a school function.

II. Definitions

For purposes of the Code, the following definitions apply:

"Academic misconduct" means an action or attempted action that may result in creating an unfair academic advantage for oneself or an unfair academic advantage or disadvantage for any other members of the academic community.

"Alcohol" means possessing, consuming, or being under the influence of alcohol on School District properties, at School District functions, athletic activities, and while on trips.

"Bullying" means repeated, unwanted, mean or aggressive behavior toward another person to show you have power over them or to make them feel bad about themselves.

"Bus misconduct" means behavior by a student which is detrimental to the safe operation of the school bus.

"Cyberbullying" means harassment through any form of electronic communication including, but not limited to, instant messaging, e-mail, websites, chat rooms, social media and text messaging.

"Dangerous instrument/weapon" means possession, and/or threat, and/or use of knives, guns (real or look alike), or other objects readily capable of causing bodily harm.

CODE OF CHARACTER, CONDUCT AND SUPPORT

Policy 5131

"Defamation" means 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.

"Discrimination" means the act of denying rights, benefits, justice, equitable treatment or access to facilities available to all others, to an individual or group of people because of the group, class or category to which that person belongs.

"Defiance/disrespect" means refusal to follow directions, talking back, and/or socially rude interactions.

"Detention: Failure to attend" means failure to report to or be present in a designated classroom/area during the time a student is assigned detention.

"Disruptive behavior" means behavior that hampers or interferes with instruction, learning, or disrupts the daily activities of the school environment.

"Disruptive student" means an elementary student under the age of twenty-one (21) who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

"Drug paraphernalia" means possession of any equipment, product, accessory, or material that is intended or modified for making, using, concealing, or distributing drugs for recreational purposes.

"Drugs" means possessing, consuming, or being under the influence of an illegal substance which causes a physiological change in the body on School District properties, at School District functions, athletic activities, and while on trips.

"Electronic device misuse" means technology use that is unauthorized, that threatens, humiliates, harasses, or intimidates school-related individuals, disrupts the educational process, and/or violates local, state, or federal law.

"Endangering health, safety/welfare of others" means conduct that compromises the safety, physical, mental health or welfare of self and/or others.

"Failure to follow prescribed schedule" means failure of student to be in designated area without express authorization.

"Fighting" means committing an act of aggressive physical contact towards another person.

"Gambling" means accepting, recording, or registering of bets, or carrying on a game, or any other lottery, or playing any game of chance, for money, or other thing of value.

CODE OF CHARACTER, CONDUCT AND SUPPORT

Policy 5131

"Gender" means actual or perceived sex and shall include a person's gender identity or expression.

"Gender expression" is the manner in which a person represents or expresses gender to others, often through behavior, clothing, hairstyle, activities, voice or mannerisms.

"Gender identity" is one's self-conception as being male or female, as distinguished from actual biological sex or sex assigned at birth.

"Harassment" means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying, that (a) 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; (b) reasonably causes or would reasonably be expected to cause a student to fear for the student's physical safety; (c) reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student; or (d) 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. The harassing behavior may be based on any characteristic, including, but not limited to, a person's actual or perceived:

- Race;
- Color;
- Weight;
- National origin;
- Ethnic group;
- Religion;
- Religious practice;
- Disability;
- Sex;
- Reproductive health decisions;
- Sexual orientation; or
- Gender (including gender identity and expression).

"Hazing" means – an induction, initiation or membership process involving harassment which produces public humiliation, physical or emotional discomfort, bodily injury or public ridicule or creates a situation where public humiliation, physical or emotional discomfort, bodily injury or public ridicule exists.

"Inappropriate language/gestures" means words or gestures that are profane, vulgar, discriminatory or otherwise construed as socially offensive or harassing.

"Inappropriate physical contact" means behavior which infringes on the personal space and movement of others, is offensive, suggestive, or results in bodily injury.

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"Intimidation" means conduct that makes others uncomfortable or fearful; compelling or deterring others by threat(s).

"Lateness to school/class" means failure to arrive at school/class at the designated time, without legal or proper excuse.

"Leaving school grounds" means failing to remain on school grounds, at any point after arrival, without authorization.

"Menacing" means actions that would be construed as threatening, harmful, or injurious toothers others.

"Person(s) in parental relation" shall mean a person(s) in parental relation to another individual including the individual's father or mother, by birth or adoption, step-father or step-mother, legally appointed guardian, or custodian.

"Property loss/theft" means possession of, transfer of, or being responsible for removing someone else's property, without that person's permission.

"Restorative interventions" means restorative circles for teaching and conflict resolution, including conferences that bring those impacted by a conflict together to address wrongdoing.

"Restorative practices" means actions that promote inclusiveness, relationship-building and problem-solving through restorative methods. An alternative to consequences, restorative practices encourage students to reflect on and take responsibility for their actions and develop plans to repair harm.

"School" means a public school district, board of cooperative educational services, charter school, State-operated and State-supported school, in-state and out-of-state private residential or nonresidential school for the education of students with disabilities, State-administered Prekindergarten (Pre-K) program directly operated by a school district, board of cooperative educational services, or an eligible agency.

"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.

"School District property" means property in or within any School District building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of the School District.

"School District function" means any school-sponsored extra-curricular event or activity.

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"Smoking/vaping" means possessing, using, selling, distributing, or exchanging tobacco products, e-cigarettes, vaporizers, liquid nicotine, and/or smoking paraphernalia on School District properties, at School District functions, athletic activities, and while on trips.

"Social media misuse" means social media use that is unauthorized, that threatens, humiliates, harasses, or intimidates school-related individuals, disrupts the educational process, and/or violates local, state, or federal law.

"Trespassing" means entering or remaining on School District grounds, School District transportation, or at a School District sponsored event on/off School District grounds, without authorization.

"Vandalism/property damage" means destruction of, or damage to, school or personal property of a student, teacher, administrator, or other School District employee, or any person lawfully on school property or attending a school function.

"Violent student" means a student under the age of twenty-one (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 School District functions, or attempts to do so;
- 3. Possesses, while on School District property or at a School District function, a weapon;
- 4. Displays, while on School District property or at a School District function, what appears to be a weapon;
- 5. Threatens, while on School District property or at a School District function, to use a weapon;
- 6. Knowingly and intentionally damages or destroys the personal property of any School District employee or any person lawfully on School District property or at a School District function; and
- 7. Knowingly and intentionally damages or destroys School District property.

"Weapon" means a rifle, shotgun, pistol, revolver, firearm, knife, device, instrument, material or substance, animate or inanimate, that is used for or is readily capable of causing death or serious bodily injury.

Core Principles That Guide Character, Conduct and Support

The goal of the Code is to ensure all students' right to an education in a safe, civil, caring, and supportive learning environment. It is based upon the laws, regulations, and policies that create access to education for all while protecting the due process rights of the individual. The Code recognizes that schools are public places that must balance individual rights with civic obligations and the responsibilities that make it possible to live in a free, open and democratic society. The

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Code serves as a guide to good citizenship and provides the tools for helping students to understand and appreciate the norms of behavior within the school culture.

Effective and engaging instruction and positive behavioral supports are the foundations of a positive school climate. School teachers, administrators, and other staff are encouraged to set high expectations for student success, build positive relationships with students, as well as teach and model appropriate behaviors for success. Modeling respectful, positive behavior is especially critical during disciplinary interventions. All adults, teachers, building principals, administrators, school staff, person(s) in parental relation to student(s), and the larger community have an obligation to help students become citizens who lead productive lives by modeling positive behaviors and cultivating those behaviors in students.

Student discipline and support policies and practices will be implemented in a manner which is caring and equitable, respectful, and based on trust among administration, staff, students, and families. In addition, student discipline and support policies and practices will hold all individuals accountable and, wherever possible, be restorative and solutions based. This will help students:

- learn from their mistakes;
- understand why their behavior was unacceptable;
- acknowledge the harm their behavior caused or the negative impact of their actions;
- understand what they could have done differently;
- take responsibility for their actions;
- learn strategies that promote positive interactions; and
- understand that further consequences and/or interventions will be implemented if their unacceptable behavior persists.

The following principles form the foundation for creating safe, civil, caring, supportive and accomplished learning environments.

- The School District's social and emotional learning vision aims to create collaborative school environments built on positive and supportive relationships and a growth mindset, where students and staff feel safe, valued, respected, and encouraged to be curious, take risks, and learn from their mistakes. The School District will foster a community of self-aware, compassionate, critical thinkers who are motivated to pursue their passions. Social and emotional competencies contribute to improved academic and personal outcomes and enable students to learn and practice how to:
 - o manage their emotions;
 - o set goals;
 - o feel and show empathy for others;
 - o create positive relationships; and
 - o make good choices.

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- All students are capable of achieving their personal best, and when necessary, improving their behavior with guidance, instruction, support, and coaching.
- Students need different kinds and amounts of time, attention, instruction, and support to behave responsibly and succeed academically.
- Clear, fair, and timely consequences signal that a student's actions are deemed to be inappropriate or unacceptable. Restorative interventions require students to take responsibility for what they have said and done, reflect on the impact of their behavior, modify their behavior, problem solve, make amends to repair the harm they have caused, and learn new skills.
- Effective discipline helps students become more self-managed and teaches students to become more socially and academically skillful.
- Teachers, building principals, administrators, school staff, person(s) in parental relation to student(s), and the larger community have an obligation to help students learn to be good citizens and lead productive lives by:
 - o enabling the student to discern right from wrong;
 - o fostering the student's desire to do what is right; and
 - o requiring students to take responsibility for their words and actions.
- Student discipline and support policies and practices must be implemented in <u>support of this Code</u> ways that are perceived to be respectful. Interactions between and among the School District and School District staff, students, and person(s) in parental relation to student(s) must protect the dignity of each individual and ensure a tone of decency.
- Every reasonable effort should be made to correct student behavior through interventions that are accountable and restorative. Interventions are essential when inappropriate behavior or infractions of the Code may be symptomatic of more serious problems that students are experiencing. Appropriate disciplinary responses should emphasize prevention and effective intervention, prevent disruption to students' education, and promote the development of a positive School District culture.

The School 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 of Education deems it a priority to clearly define these expectations for acceptable conduct on school property, identify the possible consequences of unacceptable conduct, and to ensure that discipline, when necessary, is administered promptly and fairly. To this end, the Board of Education adopts this Code.

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Unless otherwise indicated, this Code applies to all students, school personnel, person(s) in parental relation to student(s) and other visitors when on school property or attending a School District function.

The Code has incorporated the Dignity for All Students Act which was created to give students an educational environment free of discrimination, bullying and harassment.

III. Student Rights and Responsibilities

A. Student Rights

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

- 1. take part in all School District activities on an equal basis regardless of race, weight, color, creed, national origin, ethnic group, religion, religious practice, gender (including gender identity) or sexual orientation or disability;
- 2. present their version of the relevant events to school personnel authorized to impose a consequence in connection with the imposition of the consequence; and
- 3. have access to school policies, regulations and rules and, when necessary, receive an explanation of those rules from school personnel.

B. Student Responsibilities

All School District students have the responsibility to:

- 1. contribute to maintaining a safe, supportive and orderly school environment that is conducive to learning and to show respect to other persons and to property;
- 2. show respect to other persons and to property;
- 3. help make the school environment a community free of violence, intimidation, bullying, harassment, and discrimination;
- 4. use a polite tone of voice and appropriate body language, listening when others are speaking;
- 5. be truthful when speaking with school officials regarding Code violations;
- 6. respect personal space;
- 7. respect others, respect the property of others, and respect school property;
- 8. maintain behavior free from all forms of harassment, bullying and/or discrimination;
- 9. be familiar with and abide by School District policies, rules and regulations dealing with student conduct;
- 10. attend school every day unless they are legally excused, and be in class, on time, and prepared to learn;
- 11. work to the best of their ability in all academic and extracurricular pursuits, and strive toward their highest level of achievement possible;

- 12. react to direction given by teachers, administrators and other school personnel in a respectful, positive manner;
- 13. work to develop mechanisms to manage their anger;
- 14. ask questions when they do not understand;
- 15. seek help in solving problems;
- 16. dress appropriately for school and School District functions;
- 17. accept responsibility for their actions; and
- 18. conduct themselves as representatives of the School District when participating in or attending school-sponsored extracurricular events, and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
- IV. Essential Partners (Board of Education, Superintendent of Schools, School District Administrators/Building Principals, Teachers, Guidance Counselors, Dignity Act Coordinator(s), Non-Certified School District Personnel, and Person(s) in Parental Relation to Student(s))

A. All Essential Partners

All essential partners are expected to:

- 1. maintain 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 or sex (including gender identity), which will strengthen students' self-concept and promote confidence to learn;
- 2. promote a safe, orderly and stimulating school environment that supports active teaching and learning;
- 3. know school policies and rules;
- 4. address personal biases that may prevent equal treatment of all individuals;
- 5. encourage students to benefit from the curriculum and extracurricular programs;
- 6. be familiar with the Code;
- 7. help children understand the School District's expectations for maintaining a safe, orderly environment;
- 8. support student participation in appropriate extracurricular activities;
- 9. report rumors of threats of physical injury or damage to property to school officials;
- 10. refrain from engaging in activities or displaying behaviors that set a poor example while in the supervision of students, including smoking, or the use of other tobacco products, using any controlled substance, consuming alcohol or using inappropriate language. Teachers should always be mindful of the language contained in the New York State Code of Ethics for Educators;
- 11. maintain confidentiality in accordance with federal and state law;
- 12. participate in school-wide efforts to provide adequate supervision in all school spaces;
- 13. address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a School District function;

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- 14. address personal biases that may prevent equal treatment of all students and staff; and
- 15. be open to active participation in resolving conflicts through a restorative process.

B. Person(s) in Parental Relation to Student(s)

In addition to the responsibilities set forth in paragraph A above, all person(s) in parental relation to student(s) are expected to:

- 1. recognize that the education of their child(ren) is a joint responsibility of the person(s) in parental relation to student(s) and the school community, and collaborate with the School District to optimize their child's educational opportunities;
- 2. send their children to school ready to participate and learn;
- 3. ensure their children attend school regularly and on time;
- 4. ensure absences are legally excused;
- 5. ensure their children are dressed and groomed in a manner appropriate for school;
- 6. help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment;
- 7. know school rules and help their children understand them so that their children can help create a safe, supportive school environment;
- 8. convey to their children a supportive attitude toward education and the School District;
- 9. build positive, constructive relationships with teachers, or other person(s) in parental relation to student(s) and their children's friends;
- 10. help their children deal effectively with peer pressure;
- 11. inform school officials of changes in the home situation that may affect student conduct or performance;
- 12. provide a place for study and ensure homework assignments are completed;
- 13. tell school officials about any concerns or complaints in a respectful and timely manner;
- 14. be respectful and considerate to staff, other person(s) in parental relation to student(s) and students in all interpersonal communications; and
- 15. be open to active participation in resolving conflicts through a restorative process.

B.C. All School District Officers and EmployeesPersonnel

In addition to the responsibilities set forth in paragraph A above, all School District officers and employees are expected to:

- 1. demonstrate concern for student achievement;
- 2. know school policies and rules, and enforce them in a fair and consistent manner;
- 3. maintain confidentiality in conformity with federal and state law;
- 4. communicate regularly with students, person(s) in parental relation to student(s) and other teachers concerning growth and achievement;
- 5. participate in school-wide efforts to provide adequate supervision in all school spaces;

- 6. address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a School District function;
- 7. address personal biases that may prevent equal treatment of all students in the school or classroom setting;
- 8. assist students in coping with peer pressure and emerging personal, social and emotional problems;
- 9. support the development of, and student participation in, appropriate extracurricular activities:
- 10. address issues of bullying, discrimination and harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a School District function or which creates a hostile environment;
- 11. promptly make an oral report of incidents of bullying, discrimination and harassment that are witnessed, or otherwise brought to their attention, to the Building Principal, or DASA Coordinator no later than one (1) school day after witnessing the incident, or the incident being brought to their attention and file a written report with the Building Principal, or DASA Coordinator no later than two (2) days after making the oral report; and
- 12. be open to active participation in resolving conflicts through a restorative process; and-
- 13. receive annual training on the School District's policies and procedures related to the use of timeout and physical restraint, crisis intervention and prevention procedures, and de-escalation techniques.

In addition to the training requirements for all staff in paragraph 13, any staff who may be called upon to implement timeout or physical restraint, shall receive annual evidence-based training in safe and effective developmentally appropriate timeout and physical restraint procedures.

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

<u>←.D.</u> Teachers

In addition to the responsibilities set forth in paragraphs A and C above, all School District teachers are expected to:

- 1. be prepared to teach;
- 2. demonstrate interest in teaching and concern for student achievement;
- 3. communicate to students and person(s) in parental relation to student(s):

- a. course objectives and requirements;
- b. marking/grading procedures;
- c. assignment deadlines;
- d. expectations for students; and
- e. classroom discipline plan.
- 4. communicate regularly with students, person(s) in parental relation to student(s) and other teachers concerning growth and achievement; and
- 5. participate in school-wide efforts to provide adequate supervision in all school spaces.

D.E. School Counselors, School Psychologists and School Social Workers

In addition to the responsibilities set forth in paragraphs A and C above, all School Counselors, School Psychologists, and School Social Workers are expected to:

- initiate teacher/student counselor conferences and person(s) in parental relation to student(s) teacher/student counselor conferences, as necessary, as a way to resolve problems;
- 2. regularly review with students their educational progress and career plans;
- 3. provide information to assist students with career planning;
- 4. encourage students to benefit from the curriculum and extracurricular programs;
- 5. inform students and families of the available community resources to meet their needs; and
- 6. assist students in coping with peer pressure and emerging personal, social and emotional problems.

E.F. Other School Personnel

School personnel, including clerical, teacher aides and assistants, bus drivers, security guards, hall monitors, custodians, and all support staff play an important role in the education of students.

In view of this responsibility, and in addition to the responsibilities set forth in paragraphs A and C above, other school personnel shall:

- 1. be familiar with the Code; and
- 2. help children understand the School District's expectations for maintaining a safe, orderly and supportive environment.

F.G. Building Principals/-Administrators

In addition to the responsibilities set forth in paragraphs A and C above, all Building Principals/administrators are expected to:

- 1. ensure that students and staff have the opportunity to communicate regularly with the Building Principal/administrators and have access to the Building Principal/administrators for redress of grievances;
- 2. evaluate on a regular basis all instructional programs to ensure infusion of civility education in the curriculum;
- 3. support the development of, and student participation in, appropriate extracurricular activities;
- 4. provide support in the development of the Code, when called upon, and disseminate the Code and anti-harassment policies; and
- 5. be responsible for enforcing the Code and ensuring that all cases are resolved promptly and fairly.

H. The Dignity Act Coordinator(s)

In addition to the responsibilities set forth in paragraphs A and C above, the Dignity Act Coordinator(s) is/are expected to:

- 1. oversee and coordinate the work of School District-wide and building-level bullying prevention committees;
- 2. identify curricular resources that support infusing civility in classroom instruction and classroom management; and provide guidance to staff as to how to access and implement those resources;
- 3. coordinate training with the Wellness Committee and Professional Development Committee in support of bullying prevention; and
- 4. be responsible for monitoring and reporting on the effectiveness of the School District's bullying prevention policy.

I. Superintendent of Schools

In addition to the responsibilities set forth in paragraphs A and C above, the Superintendent of Schools is expected to:

- 1. inform the Board of Education about educational trends relating to student discipline;
- 2. review with School District administrators the policies of the Board of Education and state and federal laws relating to school operations and management;
- 3. work to create instructional programs that minimize incidence of misconduct, and are sensitive to students' and teachers' needs; and
- 4. work with School District administrators in enforcing the Code and ensuring that all cases are resolved promptly and fairly.

J. Board of Education

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In addition to the responsibilities set forth in paragraphs A and C above, the Board of Education is expected to:

- 1. develop and recommend a budget that provides programs and activities that support achievement of the goals of the Code;
- 2. collaborate with students, teachers, administrators, parent organizations, school safety personnel and other school personnel to develop a code of character, support and conduct that clearly defines expectations for the conduct of students, school personnel and visitors on school property and at School District functions;
- 3. adopt and review at least annually the School District's Code to evaluate the Code's effectiveness and the fairness and consistency of its implementation; and
- <u>4.</u> lead by example by conducting Board of Education meetings in a professional, respectful, courteous manner; and:
- 5. adopt a written policy that establishes administrative practices and procedures regarding the use of timeout and physical restraint consistent with this policy. Such policies and procedures shall at a minimum include:
 - a. factors which may precipitate the use of the timeout or physical restraint;
 - b. developmentally appropriate time limitations for the use of timeout and physical restraint;
 - c. prohibiting placing a student in a locked room or space or in a room where the student cannot be continuously observed and supervised;
 - d. prohibiting the use of prone restraint
 - e. requirements relating to students with disabilities whose behavioral intervention plan includes the use of timeout as a behavioral consequence;
 - f. staff training provided in accordance with law;
 - g. information to be provided to the parent or person in parental relation, including a copy of the timeout and physical restraint policy;
 - h. notifying the parent or person in parental relation on the same day when a student is placed in a timeout or a physical restraint is used in accordance with law; and
 - i. data collection to monitor patterns of use of timeout and physical restraint.

K. Annual Reporting

Beginning with the 2024-2025 school year, each public school district must 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 state Department of Education on a form and at a time prescribed by the Commissioner. In addition, the District shall report such data for students for whom it is the district of residence, and who are otherwise not reported.

V. Student Dress Code

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Students shall will give proper attention to personal cleanliness and dress in a manner consistent with the dress code expectations of the School District. These expectations are designed to aid students in character development, by cultivating their respect for self and others. Students and person(s) in parental relation to student(s) have the primary responsibility for meeting the dress code expectations of the School District. All School District personnel are expected to assist students in understanding and achieving the set standards. All School District personnel shall dress appropriately and help students develop an understanding of appropriate appearance in the school setting.

A student's clothes, grooming and appearance shall be safe, appropriate and not disrupt or interfere with the normal functioning of school. All items should be chosen with attention to the appropriate fit, length, and coverage to avoid exposing undergarments during students' daily activities. In addition:

- Students should be sure to wear secure footwear. Flip-flops, for example, may pose a danger if students need to move quickly in an emergency situation; and
- Shorts and skirts should be an appropriate length for school—children should be able to sit (both on the floor and on a chair), play, and participate in all school activities with ease.

A student's dress, grooming, and appearance shall not include:

- the wearing of hats and/or hoods in the school building, except for a medical or religious purpose;
- items that are vulgar, obscene, libelous, or denigrating on account of race, color, creed, national origin, sexual orientation, or disability; symbols of hate are not permitted;
- the promotion and/or endorsement and/or encouragement of the use of alcohol, tobacco, illegal drugs, weapons, e-cigarettes, vape paraphernalia, smoking, and/or any other illegal or violent activities; and
- gang affiliations items such as, but not limited to: bandanas, gang symbols and/or colors are not permitted.

The dress expectations are posted on the School District's website and the responsibility to be familiar with these expectations lies with the student and person(s) in parental relation to student(s).

Building Principals or designee shall be responsible for informing all students and person(s) in parental relation to student(s) 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.

VI. Prohibited Student Conduct

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The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, School District personnel and other members of the school community, and for the care of school facilities and equipment. In addition to its right to impose discipline, the Board of Education reserves the right to pursue the cost of repair to damages caused by a student's misconduct in accordance with its rights under the law.

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. School District personnel who interact with students are expected to use disciplinary action only when necessary, and to place emphasis on educating students so that they may grow in self-discipline.

The Board of Education recognizes the need to make its expectations for student conduct specific and clear while on school property or engaged in a school function. 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 consequences for their conduct. All violations apply to student behavior in school, on school property, on school buses and at school-sponsored functions, and student behavior off school property where such acts create or would foreseeably create a risk of substantial disruption within the school environment, or where it is foreseeable that the acts might reach school property.

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

- A. Engage in conduct that is disorderly, disruptive, disrespectful, and/or defiant, including, but not limited to:
 - 1. Using language or gestures that are profane, lewd, vulgar or abusive;
 - 2. Any sexual behavior and/or contact;
 - 3. Obstructing pedestrian traffic in hallways, stairwells, and doorways;
 - 4. Intentionally obstructing vehicular traffic;
 - 5. Engaging in any willful act which disrupts the normal operation of the school community;
 - 6. Intentionally damaging or destroying, including graffiti or arson, the personal property of a student, teacher, administrator, other School District employee, or any person lawfully on school property or attending a school function;
 - 7. Intentionally damaging or destroying school property;
 - 8. Stealing or attempting to steal the property of other students, school personnel, or any other person lawfully on school property or attending a school function;
 - 9. Dishonesty (lying, lying by omission, knowingly sharing false information);
 - 10. Failing to comply with reasonable directives of teachers, school administrators, or other school employees/contractors in charge of students;
 - 11. Failing to comply with assigned consequences;

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- 12. Leaving school or classroom without permission;
- 13. Unexcused tardiness or absenteeism;
- 14. Trespassing on school grounds or entering a school building without administrative permission and authorized supervision;
- 15. Failing to vacate school grounds at the conclusion of school authorized activities;
- 16. Being in an unauthorized area without supervision; and
- 17. Using drones on or above school property, except as authorized by school personnel with the permission of the Superintendent of Schools or designee.
- B. Engage in conduct that is violent. Examples of violent conduct include, but are not limited to:
 - 1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator or other school employee or attempting to do so;
 - 2. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon another student or any other person lawfully on school property or attempting to do so;
 - 3. 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;
 - 4. Displaying what appears to be a weapon; and
 - 5. Threatening to use any weapon.
- C. Engage in any conduct that endangers the safety, physical or mental health or welfare of others. Examples of such conduct include, but are not limited to:
 - 1. Fighting or engaging in violent behavior;
 - 2. Subjecting other students, school personnel or any other person lawfully on school property or attending a school function to danger by recklessly engaging in conduct which creates a substantial risk of physical injury;
 - 3. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm;
 - 4. Threatening another with bodily harm;
 - 5. Obstructing vehicular or pedestrian traffic;
 - 6. Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose;
 - 7. Hiding evidence of an illegal act or school violation;
 - 8. Hazing;
 - 9. Discriminating against another individual;
 - 10. Defaming another individual;
 - 11. Bullying (including cyberbullying) another individual;
 - 12. Harassing another individual;
 - 13. Selling, using, distributing or possessing obscene material;
 - 14. Using vulgar or abusive language, cursing or swearing;

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- 15. Smoking a cigarette, e-cigarette, personal vaporizing device, cigar, pipe or using chewing or smokeless tobacco;
- 16. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances, or being under the influence of either. "Illegal substances" include, but are not limited to, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as "designer drugs";
- 17. Inappropriately using or sharing prescription and over-the-counter drugs;
- 18. Gambling;
- 19. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner; and
- 20. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
- D. Engage in misconduct while on a school bus. It is crucial for students to behave appropriately while riding on School 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.
- E. Engage in any form of academic misconduct. Examples of academic misconduct include, but are not limited to:
 - 1. Plagiarism;
 - 2. Cheating;
 - 3. Copying;
 - 4. Altering records;
 - 5. Altering the work of others without permission; and
 - 6. Assisting another student in any of the above actions.
- F. Engage in misconduct while off School District property that interferes with, or can reasonably be expected to substantially disrupt the educational process in the School District or at a School District function. Examples of such misconduct include, but are not limited to:
 - 1. Cyberbullying (i.e., inflicting willful and repeated harm through the use of electronic text); and
 - 2. Threatening or harassing students or school personnel over the phone or other electronic medium.
- G. Engage in misconduct while using technology. Examples of such misconduct include, but are not limited to:
 - 1. Violating any law;

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- 2. Displaying, performing, sending, receiving, or storing any content that is obscene, inappropriate, offensive, or otherwise objectionable, even if the material or its dissemination is lawful;
- 3. Harassing any person or advocating or encouraging violence of any kind against any person, entity or government;
- 4. Infringing, violating or misappropriating another's rights;
- 5. Obtaining unauthorized access to, or interfering by any means with, any user, system, network, service or account, including the evasion of filters or violation of the security or integrity of any network or system;
- 6. Distributing computer viruses or malware of any kind;
- 7. Sending, receiving or supporting email messages that are unsolicited, deceptive, anonymous, excessively voluminous or that contain falsified identifying information, including spamming and phishing; and
- 8. Violating the School District's Computer, Network and Internet Acceptable Use Policy.

VII. Reporting Violations

All students are expected to promptly report violations of the Code to a teacher, support staff, the Building Principal or designee. Any student observing a student possessing a weapon, alcohol or illegal substance on School District property or at a School District function shall report this information immediately to any school employee.

The Building Principal or designee is expected to impose disciplinary sanctions in a prompt, fair and lawful manner. School District staff who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the Code to the Building Principal or designee. The Building Principal or designee shall investigate the alleged violation and take appropriate action in accordance with this Code.

Any weapon, alcohol or illegal substance found shall be confiscated immediately, if possible, followed by notification to the person(s) in a parental relation to student(s) of the student involved, and the appropriate disciplinary sanction, which may include permanent suspension and referral for prosecution.

The Building Principal or designee must notify the appropriate local law enforcement agency of Code violations, including but not limited to incidents of harassment, bullying, and/or discrimination, which may 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 Building Principal or designee learns of the violation. The notification may be made by telephone, followed by a letter mailed on the same day as the telephone call is made. The notification must identify the student and explain the conduct that violated the Code and constituted a crime.

Reporting Incidents of Bullying, Harassment and/or Discrimination

Students who have been bullied, harassed and/or discriminated against, person(s) in parental relation to student(s) whose children have been bullied, harassed and/or discriminated against, or other students or staff who observe bullying, harassing and/or discriminating behavior are encouraged and expected to make a verbal and/or written complaint to any school personnel in accordance with the training and guidelines provided, as well as any applicable School District policies. (Refer to Policy 0115, Dignity for All Students Act, Policy 0100, Equal Opportunity, and Policy 0110, Sexual Harassment)

Staff members must promptly make an oral report of all complaints of bullying, harassment, and discrimination that they receive from students or others, whether oral or written, as well as any instances of bullying, harassment or discrimination that they are aware of, to the Building Principal, or DASA Coordinator no later than one (1) school day after receipt of a report or witnessing an incident, and shall file a written report with the Building Principal, or DASA Coordinator no later than two (2) school days after making the oral report.

Reports of bullying, harassment and discrimination will be promptly investigated in accordance with School District policies and procedures.

Retaliation by any school employee or student against any individual who, in good faith, reports or assists in the investigation of harassment, bullying, and/or discrimination is prohibited under law.

VIII. Disciplinary Consequences, 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 consequences will consider the following:

- 1. The student's age;
- 2. The nature of the offense and the circumstances which led to the offense;
- 3. The student's prior disciplinary record;
- 4. The effectiveness of other forms of discipline;
- 5. Information from person(s) in parental relation to student(s), teachers and/or others, as appropriate; and
- 6. Other extenuating circumstances.

As a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lighter consequence than subsequent violations. If the conduct of a student is related to a disability or suspected disability, the student shall be referred to the Committee on Special Education and discipline, if warranted, shall be administered consistent with the separate requirements of the Code for disciplining students with a disability or presumed to have a disability.

A. Consequences

Students who are found to have violated the School District's Code may be subject to the following consequences, either alone or in combination. The consequences noted are not listed in progressive order. The following are authorized to be imposed, consistent with the student's right to due process, and include but are not limited to:

- 1. Oral warning;
- 2. Oral notification to person(s) in parental relation to student(s);
- 3. Written warning;
- 4. Written notification to person(s) in parental relation to student(s);
- 5. Detention;
- 6.5. Suspension from transportation;
- 7.6. Suspension from school related activities;
- 8.7. Suspension of other privileges;
- 9.8. In-school suspension;
- 10.9. Teacher removal of disruptive students;
- 41.10. Short-term (five (5) days or less) suspension from school;
- 12.11. Long-term (more than five (5) days) suspension from school; and
- <u>13.12.</u> Permanent suspension from school.

In addition to the above consequences, the Building Principal or designee may implement restorative practices on a case-by-case basis to mediate a conflict. The Superintendent of Schools or designee will implement procedures outlining the restorative practices that may be made available to students on a case-by-case basis.

B. Procedures

The amount of due process a student is entitled to receive before a consequence is imposed depends on the consequence being imposed. In all cases, regardless of the consequence imposed, the school personnel authorized to impose the consequence 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 consequence in connection with the imposition of the consequence.

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Students who are to be given consequences other than an oral warning, written warning or written notification to the person(s) in parental relation to student(s) are entitled to additional rights before the consequence is imposed.

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These additional rights are explained below.

1. Detention

Teachers, Building Principals and the Superintendent of Schools may use after-school detention as a consequence for student misconduct in situations where removal from the classroom or suspension would be inappropriate. The Board of Education believes that detention is an effective method of discipline for students. A student who violates the Code may be assigned detention by a school administrator or teacher. A teacher or staff member is responsible for making arrangements for assigned detentions. Detention will be imposed as a consequence only after the student's parent has been notified to confirm that there is no parental objection to the consequence and the student has appropriate transportation home following detention. When a student is assigned detention, the School District should attempt to notify the person(s) in parental relation to student—of the student.

2. Suspension from transportation

If students do not conduct themselves properly on a school bus, the bus driver is expected to bring such misconduct to the Building Principal's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the Building Principal or the Superintendent of Schools or designee. In such cases, the person(s) in parental relation to student will become responsible for seeing that the child gets to and from school safely. Should the family not be able to provide alternate transportation, the School District will provide alternate education for the period of suspension.

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 person(s) in parental relation to student will be provided with a reasonable opportunity for an informal conference with the Building Principal or designee to discuss the conduct and the consequence involved.

3. Suspension from athletic participation, extra-curricular activities and other privileges

A student subjected to a suspension from athletic participation, extra-curricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's person(s) in parental relation to student will be provided with a reasonable opportunity for an informal conference with the School District official imposing the suspension to discuss the conduct and the consequence involved.

4. In-school suspension

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The Board of Education 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 of Education authorizes Building Principals and the Superintendent of Schools to place students who would otherwise be suspended from school as the result of a Code violation to an "in-school suspension." The in-school suspension teacher will be a certified teacher.

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 person(s) in parental relation to student will be provided with a reasonable opportunity for an informal conference with the School District official imposing the in-school suspension to discuss the conduct and the consequence involved.

5. Teacher 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 cases, 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 composure and self-control in an alternative setting. Such practices may include, but are not limited to: (1) short-term removal "time out" in an elementary classroom or in an administrator's office; (2) sending a student to the Building Principal's office for the remainder of the class time only; or (3) sending a student to a support staff member or other School District staff member for counseling. The teacher is expected to implement progressive steps of discipline before removing a student from class. This should include referrals to pupil support services. The steps must also include a conference with the student and the person(s) in parental relation to the student.

On occasion, a student's behavior may become disruptive. For purposes of this Code, a disruptive student is a student who is disruptive in the educational process or interferes with the teacher's authority over the classroom. A disruption in the educational process or 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.

If a teacher finds that a student's continued presence in the classroom does not pose a continuing danger to person(s) or property and does not present an ongoing threat of disruption to the academic process, the teacher shall, prior to removing the student from the classroom, provide the student with an explanation of the basis for the removal, and allow the student to informally present the student's version of relevant events. In all other cases, the teacher shall provide the student with an explanation of the basis for the removal and an informal opportunity to be heard within twenty-four

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(24) hours of the pupil's removal, provided that if such twenty-four (24) hour period does not end on a school day, it shall be extended to the corresponding time on the next school day.

The Building Principal shall inform the person(s) in parental relation to such student of the removal and the reasons therefor within twenty-four (24) hours of the student's removal, provided that if such twenty-four (24) hour period does not end on a school day, it shall be extended to the corresponding time on the next school day. The student and the person(s) in parental relation to student the Building Principal to discuss the reasons for the removal. If the student denies the charges, the Building Principal shall provide an explanation of the basis for the removal and allow the student and/or person(s) in parental relation to student an opportunity to present the pupil's version of relevant events. Such informal hearing shall be held within forty-eight (48) hours of the student's removal, provided that if such forty-eight (48) hour period does not end on a school day, it shall be extended to the corresponding time on the second school day next following the student's removal.

The teacher must complete a School District-established disciplinary referral form as soon as possible prior to the end of that class period, if at all possible. The teacher must meet with the Building Principal or designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal. If the Building Principal or designee is not available, the teacher must leave the form with the secretary and meet with the Building Principal or designee prior to the beginning of classes on the next school day.

Any disruptive student removed from the classroom by the classroom teacher shall be offered alternative continued educational programming and activities until the student is permitted to return to the classroom. A removed student may not be temporarily placed in a regular teacher's classroom. Appropriate classwork must be provided for the removed student by the removing teacher.

Each teacher <u>should</u> <u>must</u> keep a complete log for all cases of removal of students from class. The Building Principal or designee <u>should</u> <u>must</u> 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, after five (5) days of removal a manifestation hearing will be conducted. If the removal is not the result of a student's handicapping condition, said removal is not considered a change of placement.

6. Suspension from school

Suspension from school is a severe consequence, 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 of Education retains its authority to suspend students, but places primary responsibility for the suspension of students with the Superintendent of Schools and the Building Principals. Any staff member may recommend to the Superintendent of Schools or the Building Principal that a student be suspended. All staff members must immediately report and refer a violent student to the Building Principal or the Superintendent of Schools for a violation of the Code. All recommendations and referrals shall 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 Superintendent of Schools or Building Principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

a. Short-term (five (5) days or less) suspension from school

When the Superintendent of Schools or Building Principal (referred to as the "suspending authority") proposes to suspend a student charged with misconduct for five (5) 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 person(s) in parental relation to student 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 twenty-four (24) hours of the decision to propose suspension at the last known address for the person(s) in parental relation to student. 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 person(s) in parental relation to student.

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the person(s) in parental relation to student of the right to request an immediate informal conference with the Building Principal. Both the notice and informal conference shall be in the dominant language or mode of communication used by the person(s) in parental relation to student. At the conference, the person(s) in parental relation to student shall be permitted to ask questions of complaining witnesses under such procedures as the Building Principal 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 Building Principal shall promptly advise the person(s) in parental relation to student in writing of the Building Principal's decision. The Building Principal shall advise the person(s) in parental relation to student that if they are not satisfied with the decision and wish to pursue the matter, they may file a written appeal to the Commissioner of Education within thirty (30) days of the decision.

b. Long-term (more than five (5) days) suspension from school

When the Superintendent of Schools determines that a suspension for more than five (5) days may be warranted, the Superintendent shall give reasonable notice to the student and the person(s) in parental relation to student of the student's 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 the student, and the right to present witnesses and other evidence on the student's behalf. The Superintendent of Schools shall personally hear and determine the proceeding or may, in the Superintendent of School's 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 the hearing officer. 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 Superintendent of Schools. The report of the hearing officer shall be advisory only, and the Superintendent of Schools may accept all or any part thereof.

An appeal of the decision of the Superintendent of Schools may be made to the Board of Education that will make its decision based solely upon the record before it. All appeals to the Board of Education must be in writing and submitted to the School District clerk within five (5) business days of the date of the Superintendent of School's decision, unless the person(s) in parental relation to student can show that extraordinary circumstances precluded them from doing so. The Board of Education may adopt in whole or in part the decision of the Superintendent of Schools. Final decisions of the Board of Education may be appealed to the Commissioner of Education within thirty (30) days of the decision.

c. Permanent suspension from school

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.

C. Student offenders of Policy 0115 (Dignity for All Students Act) will receive in-school guidance in making positive choices in their relationships with others. If appropriate, disciplinary action will be taken in accordance with the Code. Consequences for a student who commits an act of bullying shall be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors.

D. Minimum Periods of Suspension

1. 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 will be subject to suspension from school for at least one (1) calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214. The Superintendent of Schools has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the consequence, the Superintendent of Schools may consider the following:

- a. The student's age;
- b. The student's grade in school;
- c. The student's prior disciplinary record;
- d. The Superintendent of School's belief that other forms of discipline may be more effective;
- e. Input from person(s) in parental relation to student(s), teachers and/or others; and
- f. Other extenuating circumstances.

A student with a disability may be suspended only in accordance with the requirements of state and federal law.

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

Any student who is found to have committed a violent act, other than bringing a weapon onto school property, shall be subject to suspension from school for at least five (5) days. If the proposed consequence is the minimum five (5) day suspension, the student and the person(s) in parental relation to student 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 consequence exceeds the minimum five (5) day suspension, the student and the person(s) in parental relation to student will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The Superintendent of Schools and/or the Building Principal has the authority to modify the minimum five (5) day suspension on a case-by-case basis. In deciding whether to modify the consequence, the Superintendent of Schools may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

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

Any student who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom will be suspended from school for at least two (2) days. For purposes of the Code, "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 the Code on four (4) or more occasions during a semester. If the proposed consequence is the minimum five (5) day suspension (short-term suspension from school), the student and the person(s) in parental relation to student 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 consequence exceeds a five (5) day suspension, the student and the person(s) in parental relation to student will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The Superintendent of Schools has the authority to modify the suspension on a caseby-case basis. In deciding whether to modify the consequence, the Superintendent of Schools may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

E. Disciplinary and Remedial Consequences for Bullying, Harassment and/or Discrimination

The School District supports the development of measured, balanced and age-appropriate responses to the bullying, harassment and/or discrimination of students by students on school property, including school functions, with remedies and procedures focusing on prevention, intervention, education and discipline. Remedies will be measured, balanced, progressive and age-appropriate and will take into consideration the nature and severity of the offending student's behavior, the developmental age of the student, the previous disciplinary record of the student and other extenuating circumstances, and the impact the offending student's behaviors had on the individual who was physically injured or emotionally harmed. Responses will be reasonably calculated to end the harassment,

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bullying and/or discrimination, prevent recurrence, and eliminate the hostile environment.

Successful intervention may involve remediation.

Remedial responses to bullying, harassment and/or discrimination include measures designed to correct the problem behavior, prevent another occurrence of the behavior, and protect the target of the act. Appropriate remedial measures may include, but are not limited to:

- Restitution and restoration;
- Peer support groups;
- Corrective instruction or other relevant learning or service experience;
- Supportive intervention;
- Behavioral assessment or evaluation;
- Behavioral management plans that are closely monitored;
- Student counseling; and
- Parent conferences.

Beyond these individual-focused remedial responses, school-wide or environmental remediation can be an important tool to prevent bullying, harassment and/or discrimination. Environmental remediation strategies may include, but are not limited to:

- Supervisory systems which empower school staff with prevention and intervention tools to address incidents of bullying, harassment and/or discrimination;
- School and community surveys or other strategies for determining the conditions contributing to the relevant behavior;
- Modification of schedules;
- Adjustment in hallway traffic and other student routes of travel;
- Targeted use of monitors;
- Staff professional development;
- Parent conferences;
- Involvement of parent-teacher organizations; and
- Peer support groups.

If appropriate, disciplinary action will be taken by the administration in accordance with the Code, as applicable. If the behavior rises to the level of criminal activity, law enforcement will be contacted.

Staff is expected, when aware of bullying, to either refer the student to designated resources for assistance, or to intervene in accordance with the Code.

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F. Referrals

1. Counseling

The Superintendent of School will designate an individual who will handle all referrals of students for counseling.

2. PINS Petitions

The School District may file a PINS (person in need of supervision) petition in Family Court on any student under the age of eighteen (18) who demonstrates that the student requires supervision and treatment by:

- a. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law;
- b. 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;
- c. Knowingly and unlawfully possesses marijuana in violation of Penal Law §221.05. A single violation of §221.05 will be a sufficient basis for filing a PINS petition; and
- d. Knowingly and unlawfully possessing a controlled substance in violation of Penal Law §220.03 *et seq*. A single violation of Penal Law §220.03 *et seq* will be a sufficient basis for filing a PINS petition.

3. Juvenile Delinquents and Juvenile Offenders

The Superintendent of Schools is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court:

- a. Any student under the age of sixteen (16) who is found to have brought a weapon to school; or
- b. Any student fourteen (14) or fifteen (15) years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20 (42).

The Superintendent of Schools is required to refer students age sixteen (16) and older or any student fourteen (14) or fifteen (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 School District will take immediate steps to provide alternative means of instruction for the student.

X. Discipline of Students with Disabilities

The Board of Education recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The Board of Education also recognizes that students with disabilities enjoy certain procedural protections whenever school authorities intend to impose discipline upon them. The Board of Education 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. The Code 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

1. For purposes of this section of the Code, the following definitions apply:

A "suspension" means a suspension pursuant to Education Law § 3214.

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 a risk of harm to oneself or others.

An "IAES" means a temporary educational placement for a period of up to forty-five (45) days, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. The IAES will enable the student (a) to continue to progress in the general curriculum, although in another setting, (b) to continue to receive those services and modifications, including those described on the student's current individualized education program (IEP), so that the student may meet the goals set forth in the IEP. The IAES will include services and modifications to address the behavior which precipitated the IAES that are designed to prevent the behavior from recurring.

- 2. School personnel may order the suspension or removal of a student with a disability from the student's current educational placement as follows:
 - a. The Board of Education, the District (BOCES) Superintendent of Schools or the Building Principal may order the placement of a student with a disability into an IAES, another setting, or suspension for a period not to exceed five (5) consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.

- b. The Superintendent of Schools may order the placement of a student with a disability into an IAES, another setting or suspension for up to ten (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 Superintendent of Schools determines that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
- c. The Superintendent of Schools may order additional suspensions of not more than ten (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.
- d. The Superintendent of Schools 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 forty-five (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, except...[for] a pocket knife with a blade of less than 2 1/2 inches in length."
 - 2) "Controlled substance" means a drug or other substance identified in certain provisions of the federal Controlled Substances Act specified in both federal and state law and regulations applicable to the Code.
 - 3) "Illegal drugs" means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional, or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law.
- 3. 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 forty-five (45) days at a time, if maintaining

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the student in the student's current educational placement poses a risk of harm to the student or others.

B. Change of Placement Rule

- 1. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
 - a. for more than ten (10) consecutive school days; or
 - b. for a period of ten (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 ten (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.
- 2. 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 School 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.

Special Rules Regarding the Suspension or Removal of Students with Disabilities

- 1. The School District's Committee on Special Education (CSE) shall:
 - a. Conduct functional behavioral assessments to determine why a student engages in a particular behavior, and develop or review behavioral intervention plans whenever the School District is first suspending or removing a student with a disability for more than ten (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 controlled substances.

If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from the student's current educational placement for more than ten (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.

- b. 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 the student's 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.
- 2. The person(s) in parental relation to 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 the student's misconduct, shall 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 School District is deemed to have had knowledge that the child was a student with a disability before the behavior precipitating disciplinary action occurred. If the School District is deemed to have had such knowledge, the student will be considered a student presumed to have a disability for discipline purposes.
 - a. The Superintendent of Schools, Building Principal 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.
 - b. 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 School District had knowledge the student was a student with a disability, the School District either:
 - 1) conducted an individual evaluation and determined that the student is not a student with a disability; or
 - 2) determined that an evaluation was not necessary and provided notice to the person(s) in parental relation to student 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 comparable behaviors. However, if a request for an individual evaluation is made while such non-disabled student is subjected to disciplinary removal, an expedited evaluation within fifteen (15) days 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 School District, which can include suspension.

- 3. The School District shall provide person(s) in parental relation to student 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 the student's 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 person(s) in parental relation to student(s) with disabilities subject to a suspension of five (5) consecutive school days or less shall be provided with the same opportunity for an informal conference available to person(s) in parental relation to non-disabled students under the Education Law.
- 5. Superintendent of Schools hearings on disciplinary charges against students with disabilities subject to a suspension of more than five (5) school days shall be bifurcated 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 school personnel may not impose such removal for more than ten (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 the Code.

D. Expedited Due Process Hearings

- 1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into the Code, if:
 - a. The School 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 the student's 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 the student's current educational placement during such proceedings.
 - b. The person(s) in parental relation to student 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.
 - 1) 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 person(s) in parental relation to student and the School District agree otherwise.
 - 2) 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.
- 2. An expedited due process hearing shall be conducted in accordance with the requirements of the regulations of the Commissioner of Education.

E. Referral to Law Enforcement and Judicial Authorities

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

- 1. The School 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.
- 2.—The Superintendent of Schools 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.

3.

4.

XI. Corporal Punishment, Aversion, Seclusion & The Use Of Physical Force

Corporal Punishment

The Board of Education asserts that corporal punishment is not an acceptable method of enforcing decorum, order or discipline, and that corporal punishment is contrary to the purposes of education. The Board of Education prohibits the use of corporal punishment by School District employees.

- 1. No teacher, administrator, officer, employee or agent in the School District shall use corporal punishment, aversive interventions, or <u>seculsionseclusion</u> against a student. For the purposes of this subdivision, "agent" shall include, but not be limited to, school resource officers, except when a student is under arrest and handcuffs are necessary for the safety of the student and others.
- 2. As used in this section, corporal punishment is defined as the useany act of physical force upon a student for the purpose of punishing that student, except as otherwise provided in subdivision 3.
- 3. Nothing contained in this section shall be construed to prohibit the use of reasonable physical force to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of School District functions, powers or duties, if that student has refused to comply with a request to refrain from further disruptive acts. It may also be used for the following purposes:
 - a. to protect oneself, from physical injury;
 - b. to protect another student, or teacher or any other person from physical injury; or
 - be. to protect the property of the School District or another.of others; or
 - <u>cd.</u> to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of School District functions, powers or duties, if that student has refused to comply with a request to refrain from further disruptive acts.

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The above exceptions are permissible, provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the same purposes. Alternative procedures and methods not involving the use of physical force include:

- a. the use of language which reduces hostility;
- b. issuing clear directions to the offending student;
- c. explaining the consequences of the student's actions to the student; and
- d. enlisting the aid of another School District employee.
- 4. With respect to any and all incidents involving the use of physical force by a School District employee, the School District employee shall ensure that:
 - a. the dignity and integrity of the employee and the employee's profession are maintained; and
 - b. the rights of the student have not been violated.

Aversive Intervention

Aversive intervention is defined as an intervention that is intended to induce pain or discomfort for the purpose of eliminating or reducing student behavior, including such interventions as:

- 1. Contingent application of noxious, painful, intrusive stimuli or activities; strangling, shoving strangling, shoving, deep muscle squeezes or other similar stimuli;
- 2. any form of noxious, painful or intrusive spray intrusive spray, inhalant or tastes;
- 3. 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;
- 4. movement limitation used as a punishmenta punishment, including but not limited to helmets and mechanical restraints as defined in this policy; or
- 5. other stimuli or actions similar to the interventions described above.

Mechanical restraint is defined as 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:

- a. 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;
- b. vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
- c. restraints for medical immobilization; or

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d. orthopedically prescribed devices that permit —a student to participate in activities without risk -of harm.

Aversive intervention shall 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.

Seclusion

Seclusion is defined as 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 as defined in this policy.

De-escalation

Positive, proactive, evidence- and research-based <u>de-escalation</u> strategies through a multi-tiered system of supports shall 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. 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. For the purposes of this policy, 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.

1. Physical Restraint

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. 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.

Physical restraint shall 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. The type of physical restraint used shall be the least restrictive technique necessary and be discontinued as soon as the imminent danger of serious physical harm has resolved.

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Physical restraint shall never be used in a manner that restricts the student's ability to breathe or communicate or harms the student. **The use of prone restraint is prohibited**. Prone restraint is defined as physical or mechanical restraint while the student is in a facedown position.

Physical restraint shall 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 school. Physical restraint shall 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. Physical restraints shall be administered only by staff who have received training in accordance with law.

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) shall evaluate the student to determine and document if any injuries were sustained during the incident.

2. Timeout

Timeout is defined as a behavior management technique that involves the monitored separation of a student in a non-locked setting and is implemented for the purpose of deescalating, regaining control, and preparing the student to meet expectations to return to their education program. Timeout does not include:

- a. a student-initiated or student-requested break to utilize coping skills, sensory input, or self-regulationself-regulation strategies;
- b. 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; or
- c. a teacher removal, in-school suspension; or any other appropriate disciplinary action.

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 harm to the student or others;
- b. There is no known medical contraindication to its use on the student; and
- c. The school staff using such interventions have been trained in <u>itstheir</u> safe and appropriate application in accordance with the requirements under the law.

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For the purposes of this policy, 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.

Timeout and physical restraint shall 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 shall only be used in a situation that poses an immediate concern for the physical safety of the student or others. Staff shall return the student to their educational program as soon as the student has safely de-escalated, regained control and is prepared to meet expectations.

A room or physical space used for purposes of timeout may be located within a classroom or outside of the classroom and shall comply with the following requirements:

- a. The room or physical space shall:
 - i. be unlocked, and unlocked, and any door must be able to be opened from the inside. The use of locked rooms or physical spaces is prohibited.
 - <u>ii.</u> provide a means for continuous visual and auditory monitoring of the student;
 - iii. be of adequate width, length and height to allow the student to move about and recline comfortably;
 - iv. be clean and free of objects and fixtures that could be potentially dangerous to a student; and
 - v. meet all local fire and safety codes.
- b. Wall and floor coverings shall, to the extent practicable, be designed to prevent injury to the student and there shall be adequate lighting and ventilation.
- c. The temperature of the room or physical space shall be within the normal comfort range and consistent with the rest of the building.

Staff shall

<u>continuously monitor the student -in a timeout room or space. Staff functioning as</u> timeout monitors shall be trained in accordance with law.

Parental Notification

The following procedures shall apply following the use of timeout:

- 1. The parent or person in parental relation to the student shall receive same-day notification following the use of timeout, including timeout used in conjunction with the student's behavioral intervention plan or use of a physical restraint.
- 2. When the student's parent or person in parental relation cannot be contacted, after reasonable attempts are made, the schoolBuilding Pprincipal or building administrator will record such attempts.

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- 3. For students with disabilities, the Building Principal school principal or building administrator shall report such attempts to the student's committee on special education.
- 4. The District shall provide the parent or person in parental relation to the student a copy of the documentation of the incident within three school days of the use of timeout or a physical restraint.
- 5. Whenever an incident has occurred during which a School District employee has had physical contact in any way that could be construed as physical force or corporal punishment, the School District employee must give a full, clear, factual and objective report of the incident to the Building Principal.
- 6. AA student who has been subjected to physical force by a School District employee or the person(s) in parental relation to such a student may file a grievance in accordance with the procedures outlined in the School District's student grievance regulation.

Documentation

- 1. The school shall maintain documentation of each incident involving the use of timeout, including timeout used in conjunction with a student's behavioral intervention plan consistent law, and/or physical restraint on each student, which shall 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 school;
 - 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 pursuant to this policy and whether a meeting was held; and
 - i. the date of the debriefing held consistent with this policy.

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- 2. Documentation of the incident shall be—reviewed by supervisory personnel and, as necessary, the school nurse or other medical -personnel.
- 3. Documentation of each incident shall be maintained by the school and made available for review by the department upon request.

Debriefing

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

- 1. meet with the school staff who participated in the use of timeout and/or physical restraint to discuss:
 - a. the circumstances leading to the use of timeout and/or physical restraint;
 - b. the positive, proactive intervention -strategies that were utilized prior to the -use of timeout and/or physical restraint; and
 - c. 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

	—2. 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.		

Investigation of Complaints

Any claim about the use of corporal punishment shall be submitted in writing by the complainant to the Superintendent of Schools. This written complaint will be forwarded to the School Attorney within seven (7) school days. The Superintendent of Schools or designee shall investigate the complaint to determine whether an incident actually took place, and if so, to determine the identity of the person or persons who administered the corporal punishment, the identity of the student or students involved, reasons for the action and any other relevant facts or circumstances. Results of this investigation will be forwarded to the School Attorney upon completion of the investigation.

Reports to Commissioner of Education

Reports shall be submitted to the Commissioner of Education on or before January 15 and July 15 of each year concerning complaints about the use of corporal punishment during the six (6) month

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reporting period. Such reports shall set forth the substance of each complaint, the results of the investigation and the action, if any, by the School District.

XII. Student Searches and Interrogations

The Board of Education 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 consequence on a student may question a student about an alleged violation of law or the Code. Students are not entitled to any sort of "Miranda" type warning before being questioned by school officials, nor are school officials required to contact person(s) in parental relation to student(s) before questioning the student. However, school officials will tell all students why they are being questioned. In addition, the Board of Education authorizes the Superintendent of Schools, building administrators and School District security officials to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will result in evidence that the student violated the law or the Code.

Students are protected by the Constitution from unreasonable searches and seizures. A student may be searched and contraband seized on school grounds or in a school building by a School District employee only when the School District employee has reasonable suspicion to believe the student is engaging in proscribed activity which is in violation of school rules and/or illegal.

Factors to be considered in determining whether reasonable suspicion exists to search a student include, but are not limited to:

- a) The age of the student;
- b) The student's record and past history;
- c) The predominance and seriousness of the problem in the school where the search is directed; and
- d) The urgency to conduct the search without delay.

If reasonable suspicion exists to believe that a student possesses a weapon, it is permissible for a School District employee to search that student.

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 School 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. School District employees will

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be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

Lockers

Lockers are provided by the school for student use and the administration has the right to search lockers. A student may have exclusive use of a locker as far as other students are concerned, but the student does not have such exclusivity over the locker as it relates to the school authorities.

Questioning of Students by School Officials

School officials have the right to question students regarding any violations of school rules and/or illegal activity. In general, administration may conduct investigations concerning reports of misconduct. These may include, but are not limited to, questioning students, staff, person(s) in parental relation to student(s), or other individuals as may be appropriate and, when necessary, determining disciplinary action in accordance with applicable due process rights.

Should the questioning of students by school officials focus on the actions of one particular student, the student will be questioned, if possible, in private by the appropriate school administrator. The person(s) in parental relation to student(s) may be contacted. The degree, if any, of person(s) in parental relation to student(s)involvement will vary depending upon the nature and the reason for questioning, and the necessity for further action which may occur as a result.

The questioning of students by school officials does not preclude subsequent questioning/interrogations by police authorities, as otherwise permitted by law. Similarly, the questioning of students by school officials does not negate the right/responsibility of school officials to contact appropriate law enforcement agencies, as may be necessary, with regard to such statements given by students to school officials.

School officials acting alone and on their own authority, without the involvement of or on behalf of law enforcement officials are not required to give the so-called "Miranda warnings" (i.e., advising a person, prior to any custodial interrogations as defined in law, of the right to remain silent; that any statement made by the individual may be used as evidence against him/her; and that the individual has the right to the presence of an attorney, either retained or appointed) prior to the questioning of students.

If deemed appropriate and/or necessary, the Superintendent of Schools or designee may also review the circumstances with School District legal counsel so as to address concerns and the course of action, if any, which may pertain to and/or result from the questioning of students by school officials.

Documentation of Searches

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

- 1. Name, age and grade of student searched;
- 2. Reasons for the search;
- 3. Name of any informant(s);
- 4. Purpose of search (that is, what item(s) were being sought);
- 5. Type and scope of search;
- 6. Individual conducting search and the individual's title and position;
- 7. Witnesses, if any, to the search;
- 8. Time and location of search;
- 9. Results of search (that is, what items(s) were found);
- 10. Disposition of items found; and
- 11. Time, manner and results of notification to the person(s) in parental relation to student(s).

The Building Principal or designee shall be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student. The Building Principal or designee shall clearly label each item taken from the student and retain control of the item(s), until the item(s) is turned over to the police. The Building Principal or designee shall be responsible for personally delivering dangerous or illegal items to police authorities.

Police Involvement in Searches and Interrogations of Students

School 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:

- 1. a search or an arrest warrant;
- 2. probable cause to believe a crime has been committed on school property or at a school function; or
- 3. been invited by school officials.

Before police officials are permitted to question or search any student, the Building Principal or designee shall first try to notify the person(s) in parental relation to student to give the person(s) in parental relation to student the opportunity to be present during the police questioning or search. If the person(s) in parental relation to student cannot be contacted prior to the police questioning or search, the questioning or search shall not be conducted. The Building Principal or designee will also be present during any police questioning or search of a student on school

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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:

- 1. They must be informed of their legal rights.
- 2. They may remain silent if they so desire.
- 3. They may request the presence of an attorney.

Child Protective Services Investigations

Consistent with the School 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 School 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 Building Principal or designee. The Building Principal or designee shall set the time and place of the interview. The Building Principal or designee 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 the student's clothing in order for the Child Protective Services worker to verify the allegations, the school nurse or other School District medical personnel must be present during that portion of the interview. No student may be required to remove the student's clothing in front of a Child Protective Services worker or School District official of the opposite gender.

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 the student 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 consent of the person(s) in parental relation to student.

XIII. Visitors to the Schools

The Building Principal or designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

- 1. Anyone who is not a regular staff member or student of the school will be considered a visitor;
- 2. All visitors to the school must report to the security aide at the point of entry upon arrival at the school. Visitors will be required to produce a form of identification (e.g.

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driver's license) and explain the reason(s) for the visit. 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 security aide before leaving the building;

- 3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings are not required to register;
- 4. Teachers are expected not to take class time to discuss individual matters with visitors;
- 5. Any unauthorized person on school property will be reported to the Building Principal or designee. Unauthorized persons will be asked to leave. The School District security or the police may be called if the situation warrants; and
- 6. All visitors are expected to abide by the rules for public conduct on school property contained in the Code.

XIV. Public Conduct on School Property

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

The restrictions on public conduct on school property and at school functions contained in the Code are not intended to limit freedom of speech or peaceful assembly.

The School District recognizes that free inquiry and free expression are indispensable to the objectives of the School District. The purpose of the Code is to maintain public order and prevent abuse of the rights of others.

All persons on school property or attending a school function shall 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, shall:

- 1. Intentionally injure any person or threaten to do so;
- 2. Intentionally damage or destroy School District property or the personal property of a teacher, administrator, other School District employee or any person lawfully on school property, including graffiti or arson;
- 3. Use language or gestures that are profane, lewd, vulgar or abusive;
- 4. Engage in any sexual behavior and/or contact;
- 5. Obstruct pedestrian traffic in hallways, stairwells, and doorways
- 6. Intentionally obstruct vehicular traffic;

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- 7. Engage in any willful act which disrupts the normal operation of the school community;
- 8. Intentionally damage or destroy, including graffiti or arson, the personal property of a student, teacher, administrator, other School District employee, or any person lawfully on school property or attending a school function;
- 9. Steal or attempt to steal the property of students, school personnel, or any other person lawfully on school property or attending a school function;
- 10. Be dishonest (lying, lying by omission, knowingly sharing false information);
- 11. Fail to comply with reasonable directives of teachers, school administrators, or other school employees/contractors in charge of students;
- 12. Trespass on school grounds or entering a school building without administrative permission and authorized supervision;
- 13. Fail to vacate school grounds at the conclusion of school authorized activities;
- 14. Be in an unauthorized area without supervision;
- 15. Use drones on or above school property;
- 16. Disrupt the orderly conduct of classes, school programs or other school activities;
- 17. 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;
- 18. Intimidate, harass or discriminate against any person on the basis of actual or perceived race, creed, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression);
- 19. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed;
- 20. Obstruct the free movement of any person in any place to which the Code applies;
- 21. Violate the traffic laws, parking regulations or other restrictions on vehicles;
- 22. 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;
- 23. 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;
- 24. Loiter on or about School District property;
- 25. Gamble on School District property or at School District functions;
- 26. Refuse to comply with any reasonable order of identifiable School District officials performing their duties;
- 27. Willfully incite others to commit any of the acts prohibited by the Code;
- 28. Violate any federal or state statute, local ordinance or Board of Education policy while on School District property or while at a School District function;
- 29. Commit an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator or other School District employee or attempting to do so;

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- 30. Commit an act of violence (including but not limited to choking, hitting, kicking, punching, and scratching) upon a student or any other person lawfully on School District property or attempt to do so;
- 31. Possess a weapon;
- 32. Display what appears to be a weapon;
- 33. Threaten to use any weapon;
- 34. Fight or engage in violent behavior;
- 35. Subject students, School District personnel or any other person lawfully on school property or attending a school function to danger by recklessly engaging in conduct which creates a substantial risk of physical injury;
- 36. Intimidate any student, School District personnel or any other person lawfully on School District property or attending a School District function;
- 37. Threaten another with bodily harm;
- 38. Create a hazardous or physically offensive condition by any act which serves no legitimate purpose;
- 39. Hide evidence of an illegal act or school violation;
- 40. Haze;
- 41. Discriminate against another individual;
- 42. Defame another individual;
- 43. Bully (including cyberbullying) another individual;
- 44. Harass another individual;
- 45. Sell, use, distribute or possess obscene material;
- 46. Smoke cigarettes, cigars, pipes or use chewing or smokeless tobacco while on School District grounds or at a School District function;
- 47. Possess, consume, sell, distribute or exchange alcoholic beverages or illegal substances, or be under the influence of either. "Illegal substances" include, but are not limited to, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as "designer drugs";
- 48. Inappropriately use or share prescription and over-the-counter drugs;
- 49. Engage in an act of indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner;
- 50. Initiate a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher;
- 51. Engage in misconduct while using technology; and
- 52. Litter or walk animals on School District property.

B. Consequences

Persons who violate the Code shall be subject to the following consequences:

1. Visitors. The visitors' authorization, if any, to remain on School District grounds or at any School District function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection;

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- 2. Students. They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements;
- 3. Tenured faculty members. They 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;
- 4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law § 75. They 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;
- 5. Staff members other than those described in subdivisions 3 and 4. They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have; and
- 6. Board of Education member shall be subject to warning or removal.

C. Enforcement

All School District employees shall be responsible for enforcing the conduct required by the Code.

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

XV. Notices

All notices required to be provided pursuant to the Code shall be provided in the native language of the person(s) in parental relation to student(s).

XVI. Dissemination and Review

Dissemination of the Code

The Board of Education will work to ensure that the community is aware of the Code by:

- 1. Providing copies in an age-appropriate, written in plain language, summary of the Code to all students at an assembly to be held at the beginning of each school year;
- 2. Providing a plain language summary to all person(s) in parental relation to student(s) at the beginning of the school year, and thereafter on request;
- 3. Posting the complete Code on the School District's website;
- 4. 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;

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- 5. Providing all new employees with a copy of the current Code when they are first hired; and
- 6. Making copies of the complete Code available for review by students, persons in parental relation to student(s) and other community members.

The Board of Education will provide training for all School District staff members to ensure the effective implementation of the Code. The Superintendent of Schools may solicit the recommendations of the School District staff, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students. On-going professional development will be included in the School District's professional development plan, as needed.

Review of the Code

The Board of Education will review the Code every year and update it as necessary. In conducting the review, the Board of Education 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 of Education will hold at least one (1) public hearing at which School District personnel, person(s) in parental relation to student(s), students and any other interested party may participate.

The Code and any amendments to it will be filed with the Commissioner of Education, in a manner prescribed by the Commissioner, no later than thirty (30) days after adoption.

Ref: 8 NYCRR 100.2(1)(2)

Adoption Date: December 19, 1985

Revised: June 14, 2001 Reviewed: May 23, 2002 Reviewed: June 17, 2004 Revised: May 25, 2006 Revised: November 17, 2010

Revised: July 9, 2012
Reviewed: June 18, 2014
Revised: March 22, 2017
Revised: October 18, 2017
Revised: April 16, 2019
Revised: June 9, 2021

Revised:

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TYPES OF MEETINGS

I. ANNUAL REORGANIZATION MEETING

Time and Place of Meeting

The Board of Education recognizes its obligation to hold an annual reorganizational meeting. The purpose of such meeting shall be to elect officers of the Board of Education and make the appointments and designations necessary for the proper management of the School District during the school year. The Board of Education shall also perform such annual functions as designated by law.

The Annual Reorganization meeting of the Board of Education shall be held on the first Tuesday in July of each year (unless it is a legal holiday in which event it shall be held on the first Wednesday in July) except in any year in which the Board of Education, in order to assure maximum attendance by the trustees, by resolution determines to hold said reorganization Meeting on another date during the first fifteen (15) days of July.

Notice of time and place of the meeting shall be given to the public in advance of the meeting.

Call to Order and Election of Officers

The annual reorganization meeting shall be called to order by the District Clerk, or in their absence, by counsel for the School District, who shall preside until the election of a new president. The newly elected president shall then take the chair and conduct the remainder of the meeting.

There shall be two officers of the Board of Education, a President and a Vice President.

Oath of Office

The Oath of Office shall be administered to the re-elected and new members of the Board of Education by the District Clerk or in their absence, by counsel for the School District, immediately after the meeting is called to order.

Order of Business

The meeting shall proceed as outlined by the Annual Reorganization Meeting agenda and the Board of Education will transact all business required to be transacted at the Reorganization Meeting in accordance with the laws of the State of New York.

II. WORK SESSIONS AND BUSINESS MEETINGS

Work session and business meetings of the Board of Education will be held as scheduled and adopted at the annual reorganization meeting. By majority vote of the Board of Education, the

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time and location of meetings may be changed. Additional meetings may be called with notice given as soon as is practical in accordance with law.

The Board of Education generally conducts two (2) meetings per month. The first meeting of the month is a work session meeting of the Board of Education. Members of the public are not permitted to address questions or concerns at the Board of Education's work session meeting. The second meeting of the month is the Board of Education's business meeting. At the Board of Education's business meeting, residents of the School District may address any questions or concerns prior to convening the business portion of the meeting. At business meetings, the residents of the School District may speak on matters which are listed on the agenda prior to the completion of the business portion of the meeting. Moreover, the President of the Board of Education may, following a report on a major curricula or administrative matter, call for brief public comment.

In the event that a meeting date falls on a legal holiday, interferes with other area meetings, or there is an inability to attend the meeting by Board of Education members to the extent that a quorum would not be present, the regularly scheduled meeting shall be postponed and the Board of Education shall select a date for rescheduling the meeting. The District Clerk shall notify all members of the Board of Education of the rescheduled date for the meeting.

All meetings of the Board of Education are open to the public and representatives of the media.

Agenda for the Board of Education's Business Meeting

The Superintendent of Schools, after consulting with the Board of Education President, will prepare the agenda for all Board of Education meetings. Future agenda items may be suggested by a Board of Education member or the Superintendent of Schools.

The agenda, together with supporting materials, will be distributed to Board of Education members by the Friday preceding the scheduled meeting, if possible. The agenda and appropriate materials will also be made available, to the extent practical, on the School District's website. Whenever the Board of Education President or other members of the Board of Education wish to bring a matter to the attention of the Board of Education, such request should be made to the Board of Education President so that the same can be placed on the agenda.

Whenever individuals or groups wish to bring a matter to the attention of the Board of Education, such request shall be addressed in writing to the Superintendent of Schools. The Superintendent of Schools shall then present such matter to the Board of Education President so that the same can be placed on the agenda.

The agenda for all meetings of the Board of Education shall include a report by the District Clerk regarding correspondence which has been received. Correspondence read shall include letters directed to the Board of Education or specific Board of Education members or letters to the Superintendent of Schools that are copied to the Board of Education. Anonymous correspondence

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will not be acknowledged on the agenda. Advertisements and correspondence of a general nature shall be shared with the Board of Education during work sessions but shall not be listed on the agenda.

The President of the Board of Education will exercise discretion in determining whether to read the entire correspondence, or parts thereof, or to provide a synopsis of the correspondence.

The agenda for the Board of Education's business meeting shall include routine business items upon which the Board of Education must act, items to keep the Board of Education advised of matters of broad School District-wide importance, and any other items that involve the legislative function of the School District.

Items of business may be suggested by Board of Education members, the Superintendent of Schools and their staff. Items of business may not be suggested from the floor for discussion and/or action at that same meeting except at the discretion of the Board President or a majority of the Board of Education.

Items selected for the agenda shall include those for long range planning as well as for the immediate needs of the school system.

III. SPECIAL MEETINGS

Special Meetings of the Board of Education are meetings with a limited agenda. Some special meetings may be scheduled long in advance, while others may need to be convened at short notice. Special meetings of the Board of Education may be called by the Board of Education President; by a Trustee of the Board of Education as provided in the next sentence; or upon the request of the Superintendent of Schools when the issue to be discussed cannot await discussion at the next regularly scheduled business or work session meeting of the Board of Education. In the event a Trustee requests a special meeting, the Board President may call for such a meeting, or may poll the trustees to determine whether there is a majority wishing to convene a special meeting. The Board of Education will endeavor to hold the special meeting as soon as practicable. The business to be transacted shall be clearly stated in the agenda and no other business shall be considered unless all members of the Board of Education are present and agree.

Agenda for a Special Meeting

The limited agenda for a special meeting shall be determined at the time the meeting is decided upon and shall contain such items as then specified. The items on the limited agenda for a Special Meeting shall be listed in the Meeting Notice.

IV. PUBLIC HEARINGS

Public Hearings will occasionally be scheduled for receiving community input regarding an issue under consideration by the Board of Education. No action will be taken at a public hearing,

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although action could be taken at the Board of Education's work session, business meeting or a special Meeting of the Board of Education, convened immediately following the Public Hearing.

Agenda for a Public Hearing

The agenda for a public hearing shall contain discussion only of those items identified at the time the meeting was decided upon. The items on the agenda for a public hearing shall be listed in the Meeting Notice.

V. OPEN MEETINGS LAW

All meetings of the Board of Education shall be conducted pursuant to law. Meetings of the Board of Education shall be open to the public, except that the Board of Education may hold executive sessions in accordance with law.

Executive Sessions, which are permissible for a limited number of specific purposes, are closed to the public and to representatives of the media. The Board of Education reserves the right to invite guests to attend these meetings.

VI. <u>MEETING NO</u>TICES

BOARD OF EDUCATION MEMBERS

Pursuant to the Open Meetings Law, notice of the time and place of meetings of the Board of Education scheduled at least one (1) week prior to the meeting, will be available to the public and news media at least seventy-two (72) hours before the meeting. Records to be discussed at a meeting including the agenda will be made available to members of the public who request copies and posted on the School District's website, to the extent practicable, at least 24 hours prior to the meeting.

Public notice of the time and place of all other meetings of the Board of Education and committees of the Board of Education (not scheduled at least one (1) week in advance) will be given, to the extent practicable, to the public and news media and posted on the School District's website at a reasonable time prior to the meeting.

If a member of the Board of Education will be participating by videoconference as permitted by the Open Meetings Law, the public notice for the meeting will inform the public that videoconferencing will be used, identify the locations for the meeting and state that the public has the right to attend the meeting at any of the identified locations.

If a meeting of a committee of the Board of Education, which is composed of both Board of Education and non-Board of Education members, includes a number of Board of Education members sufficient to be a quorum of the Board of Education itself, that meeting is subject to the

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Opening Meetings Law. Such meetings will be posted in accordance with Paragraphs 1 and 2 above.

Notice of the date, time, and place of every Board of Education Meeting shall be given to all Board of Education members by the District Clerk or President not less than twenty-four (24) hours before the meeting; but such notice may be waived by any member, either in writing or by their attendance at the meeting.

THE COMMUNITY

All meeting notices shall be developed by the District Clerk or their designee and posted at the School District's Administrative Offices and on the School District's website. The District Clerk will forward a schedule of the meetings of the year to the official School District newspaper.

VII. QUORUM

Four (4) members shall constitute a quorum at any meeting of the Board of Education. If a quorum is not present within twenty (20) minutes after the time set for a meeting, the members then in attendance may adjourn, either without setting a date, or setting a date before the next scheduled meeting. If a date is set, then a Meeting Notice will be issued in accordance with this policy.

VIII. <u>DETERMINATION OF, AND PREPARATION OF, AGENDAS FOR MEETINGS</u>

The "agenda" for a meeting of the Board of Education is the list of items to be discussed at that meeting. The planning and development of the agenda for a Board of Education meeting is the responsibility of the Superintendent of Schools in consultation with the Board of Education President and Vice President, if available. The preparation of, and distribution of, the agenda is the responsibility of the District Clerk.

IX. DISTRIBUTION OF THE MEETING AGENDAS

The agenda packet shall include these items:

- a meeting notice announcing the date, time, and location of the meeting.
- an agenda, listing the order of business of the meeting.
- background materials, when the Superintendent of Schools decides that clarification is necessary or desirable.

The agenda packet shall be transmitted to Board of Education members prior to the meeting unless otherwise agreed upon by the Superintendent of Schools and the Board of Education President. It is expected that each member of the Board of Education will be prepared by the meeting to discuss and to act on each item on the agenda. If any Board of Education member has a question or requires additional information on any agenda item, the Superintendent of Schools

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should be advised by the President at a reasonable time before the meeting so that all desired information can be available by the meeting.

The agenda will be available on the School District's website, to the extent practical, for the public to view before the meeting.

X. PROCEDURES AND VOTING AT MEETINGS

GENERAL

Robert's Revised Rules of Order shall be the guide for the Board of Education in deciding questions of Parliamentary Procedure not expressly provided for.

VOTING AND MOTIONS AT BOARD OF EDUCATION MEETINGS

In all matters, whether procedural or substantive, a majority vote of four (4) votes shall be required to pass a motion.

Board of Education members are requested to vote "Yes" or "No" on all matters except in cases of conflict of interests.

A Board of Education member may request that a complex motion be subdivided, enabling him/her to vote "Yes" on some parts and "No" on others.

An abstention will indicate conflict of interest, an ethical or moral dilemma unresolved by division of the questions or other reason personal to the Board of Education member abstaining. An abstention will count as a "No" vote in a tie-breaking situation, unless it is a conflict of interest situation where it will not be counted.

Ordinarily, voting shall be by hand vote, with the result to be determined by the President. At the discretion of the Board of Education President, or by request of any Board of Education member, a roll call vote shall be taken, the vote of each member to be recorded in the minutes of the meeting. On a roll call vote, the Board of Education President shall vote.

XI. PUBLIC PARTICIPATION AND INPUT AT BOARD OF EDUCATION MEETINGS

The Board of Education, as a representative body of the School District, wishes to provide an avenue for residents of the School District to express their interests and concerns for the schools. Accordingly, the Board of Education cordially invites the public to attend and encourages the public to participate at its regularly scheduled business meeting.

GENERAL OVERVIEW

The Board of Education recognizes its responsibility to conduct the business of the School District

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in an orderly and efficient manner and will, therefore, require reasonable controls to regulate public presentations to the Board of Education. This section of the policy is developed to provide general guidelines for procedures at the meetings; however, the President of the Board of Education is ultimately responsible for the orderly conduct of the meeting and shall rule on such matters as the time to be allowed for public discussion, the appropriateness of the subject being presented and the equitability of time for making particular points. The Board of Education as a whole shall have the final authority for deciding the appropriateness of all such rulings.

BRINGING NEW ISSUES TO THE BOARD OF EDUCATION

Occasionally, residents might wish to bring to the Board of Education an issue that is not under active consideration by the Board of Education. Because almost every issue brought by residents before the Board of Education will involve either School District operation or Board of Education policy, residents are asked to advise the Superintendent of Schools or their designee of their concerns and questions before coming to the Board of Education.

PERSONS ELIGIBLE TO SPEAK BEFORE THE BOARD OF EDUCATION

The following people are eligible to address the Board of Education, in accordance with the rules established herein:

- All residents of the School District, including students enrolled in School District schools;
- 2. Any other person, if authorized by a majority vote of the Board of Education.

PROCEDURE FOR ADDRESSING THE BOARD OF EDUCATION

In keeping with its philosophy of open communication and informed decision making, the Board of Education welcomes input from the residents of the School District. However, it is important to note that while the Board of Education meets in public, it is not a meeting of the public. Accordingly, the Board of Education reserves the right to limit the time set aside for public comment. Respectful input and behavior by residents of the School District is appropriate and expected at all times. We ask all guests and attendees to be mindful of appropriate behavior and observe the following rules at Board of Education Meetings.

- Speakers must wait until they are recognized by the Board of Education President before speaking.
- The President reserves the right to ask an individual who is rude, disrespectful and/or disruptive to not continue their comments.
- Debate between members of the audience and/or Board of Education members is inappropriate and will not be permitted.

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- The Board of Education will not permit discussion involving individual district personnel, students or community members. Persons wishing to discuss matters involving individual district personnel or students should contact the Superintendent during regular business hours.
- Individuals or groups deemed to be taking an inordinate amount of time will also not be allowed. Time limits may be imposed on all discussions to facilitate the Board of Education's ability to tend to its agenda. Speakers shall identify themselves or the group they represent along with the item they wish to discuss.
- Unruly or disruptive members of the audience of a meeting of the Board of Education may be removed at the discretion of the President.

The Board of Education welcomes comments and questions from residents of the School District. Accordingly, the Board of Education generally provides those present at meetings of the Board of Education with an opportunity to address the Board of Education and make statements and/or ask questions. The Board of Education makes no representation regarding the validity or accuracy of such statements and cannot be responsible therefor. In addition, any such statements do not necessarily reflect the position of the Board of Education and shall not be regarded as representative of the Board of Education's views.

Being Recognized

Any resident of the School District wishing to speak during the public comment periods of the Board of Education's business meeting shall make a request to speak in accordance with the procedures established by the Board of Education and shall wait to be recognized by the President of the Board of Education. When it is evident that several people may wish to speak on a topic, such as at a hearing, the Board of Education reserves the right to request that comments are consolidated.

Identification

Upon being recognized by the President, the person wishing to speak shall identify themselves and shall provide, as requested by the Board of Education President, any information relating to his/her eligibility to address the Board of Education.

Time Limit

The normal time limit allotted for individual speakers shall be three (3) minutes. The Board of Education may, in its discretion, decrease or increase the time allotted for individual speakers.

CERTAIN REMARKS OUT OF ORDER

Charges and Complaints. No person shall present orally, or discuss at any Board of Education

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meeting, charges or complaints against individual employees, directly or indirectly.

XII. MINUTES

Minutes of all meetings of the Board of Education shall be recorded in accordance with the provisions of the Public Officers Law. The minutes of Board of Education meetings shall be as brief as possible and record all action taken by the Board of Education, including the votes of individual members if the decision is not unanimous. The Superintendent of Schools or their designee and Board of Education President shall review the final draft of the minutes to ensure that all necessary items have been included and that the draft is concise and fair.

The format and style of the minutes shall follow the pattern of the agenda for the meeting. Each item of business shall be numbered for easy reference.

The minutes shall be delivered to Board of Education members within fourteen (14) calendar days after the meeting and shall be corrected as necessary and adopted by the Board of Education at the next Board of Education business meeting.

When minutes are prepared for Board of Education review, but not yet acted upon by the Board of Education, they shall be considered as "unofficial" minutes.

Unofficial minutes will be included as part of the agenda packet for the Board of Education's business meeting at which they will be considered for adoption by the Board of Education.

After adoption, the minutes shall be maintained as official Board of Education records in accordance with law. In addition, official minutes shall be posted on the School District website. As official records of the Board of Education, the minutes shall reflect the dignity and professionalism of the Board of Education.

Ref: Public Officers Law §100 et seq Education Law § 1707 et seq

Adoption Date: November 28, 2018

Revised: December 15, 2020 Revised: November 30, 2022

Revised:_

GGDOCS-694201641-95\1.0

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 15th day of December, 2023 by and between the Board of Education of the Valley Stream Elementary District 24 (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York, and the Board of Education of the Jericho Union Free school District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 99 Cedar Swamp Rd., Jericho, New York.

WITNESSETH

WHEREAS, SENDER is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER for the purpose of having PROVIDER provide health and welfare services to children residing in SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows.

- 1. The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive.
- PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
- 3. PROVIDER understands and agrees that it will comply and is responsible for complying will all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
- 4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

- 5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$1,409.19 per eligible pupil for the 2023-2024 school year.
- 6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
- 7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
- Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and

Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

- 12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
- 13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
- 14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

SENDER: Superintendent of Schools

Valley Stream Elementary District 24

75 Horton Avenue

Valley Stream, NY 11581

PROVIDER: Superintendent of Schools

Jericho UFSD

99 Cedar Swamp Road Jericho, NY 11753

- 15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

- 18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations
- 19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the School District.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

Valley Stream Elemen	ntary District 24
Superintendent of	of Schools
Valley Stream Central High School District,	Jericho Union Free School District,
President, Board of Education	President, Board of Education

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 27th day of February 2024 by and between the Board of Education of the Valley Stream UFSD # 24 (hereinafter "Valley Stream UFSD # 24"), having its principal place of business for the purpose of this Agreement at 75 Horton Avenue, Valley Stream, New York, and the Board of Education of the GARDEN CITY Union Free School District (hereinafter "GARDEN CITY"), having its principal place of business for the purpose of this Agreement at 56 Cathedral Avenue, Garden City, New York.

WITNESSETH

WHEREAS, Valley Stream UFSD # 24 is authorized pursuant to Section 912 of the Education Law, to enter into a contract with GARDEN CITY for the purpose of having GARDEN CITY provide health and welfare services to children residing in Valley Stream UFSD # 24 and attending a non-public school located in GARDEN CITY,

WHEREAS, certain students who are residents of the Valley Stream UFSD # 24 are attending non-public schools located in GARDEN CITY,

WHEREAS, GARDEN CITY has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows.

- 1. The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive.
- 2. GARDEN CITY warrants that the health and welfare services will be provided by licensed health care providers. GARDEN CITY further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. GARDEN CITY further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. GARDEN CITY shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
- 3. GARDEN CITY understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
- 4. The services provided by GARDEN CITY shall be consistent with the services available to students attending public schools within GARDEN CITY; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

- 5. In exchange for the provision of health and welfare services pursuant to this Agreement, Valley Stream UFSD # 24 agrees to pay GARDEN CITY the sum of \$1,187.49 per eligible pupil for the 2023-2024 school year.
- 6. Valley Stream UFSD # 24 shall pay GARDEN CITY within thirty (30) days of Valley Stream UFSD # 24's receipt of a detailed written invoice from GARDEN CITY. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
- 7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, GARDEN CITY shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by Valley Stream UFSD # 24 shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, GARDEN CITY shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by Valley Stream UFSD # 24 shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
- 9. GARDEN CITY shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 10. Both parties agree to provide the State access to all relevant records which the State requires to determine either Valley Stream UFSD # 24 or GARDEN CITY'S compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

- 11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and information protected by the Family Educational Rights and Privacy Act (FERPA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and shall comply with said Regulations, if applicable.
- 12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
- 13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, military status, predisposing genetic characteristics, marital status or sponsorship.
- 14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

Superintendent of Schools Garden City UFSD 56 Cathedral Avenue Garden City, NY 11530 Superintendent of Schools Valley Stream UFSD # 24 75 Horton Avenue Valley Stream, NY 11582

- 15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

- 18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
- 19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools of the Valley Stream UFSD # 24 (district of residence).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

Valley Stream UFSD # 24

	Superintendent of Schools
Valley Stream UFSD # 24	Garden City Union Free School District
1	DeCy
President, Board of Education	District Clerk, Board of Education

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this first day of September 2023 by and between the BOARD OF EDUCATION, FREEPORT UFSD (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), as the party of the first part, having its principal place of business at 235 N. Ocean Avenue, Freeport, New York 11520 and the BOARD OF EDUCATION OF THE Valley Stream #24 UFSD ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at 75 Horton Ave, Valley Stream, NY, 11581.

WITNESSETH

WHEREAS, The School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

- 1. DEFINITIONS; For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the non-public school which has requested health and welfare services is located
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a non-public school located within the SCHOOL DISTRICT PROVIDING SERVICES
- 2. This Agreement shall take effect on the first day of September 2023, for the period of September 1, 2023 through June 30, 2024, and terminate on June 30, 2024, unless terminated earlier in accordance with the terms set forth herein.
- 3. If requested by a non-public school located within the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the SCHOOL DISTRICT PROVIDING SERVICES. Such services shall consist of, but not limited to the following:
 - a. Nurse Services
 - b. Physician/Dental Services
 - c. School speech Correction Services *
 - d. School Psychological Services *
 - e. School Social Work Services

- f. Examinations for Participants in Athletics
- g. Notification of Parents Regarding Defect and Follow-Up
- h. Vision and Hearing Tests
- i. First Aid Supplies and Health Record Forms
- j. Provisions of Medical Equipment such as Audiometers and Mechanical Vision Testers Required by School Nurse/Physician

The services set forth above may be rendered on non-public school premises except for school psychological and speech correction services as further described below:

*School psychological and speech correction services may be rendered on non-public school premises only to the extent that such services are *diagnostic* in nature. To the extent that such services are therapeutic or remedial in nature, they may be rendered to a student attending a non-public school *only on a religiously neutral site*. A religiously neutral site may be, but is not limited to, a public school, a mobile unit or some other public location.

In addition to the requested services described above, the SCHOOL DISTRICT PROVIDING SERVICES shall provide the following health and welfare services without the requirement that the non-public school request such services: (1) immunization mandates set forth in Section 2164 and 2165 of the New York State Public Health Law and 10 NYCRR Sections 66-1 and 66-2; and (2) vision screening services to all new admissions within six (6) months of enrollment pursuant to Section 905(4) of the Education Law.

The SCHOOL DISTRICT PROVIDING SERVICES shall make its personnel available to the SCHOOL DISTRICT RECEIVING SERVICES for participation in District Child Study, 504 Team and Committee on Special Education meetings, as appropriate. The SCHOOL DISTRICT RECEIVING SERVICES shall notify the SCHOOL DISTRICT PROVIDING SERVICES of the need for its presence at these meetings within reasonable time prior to the date of the meeting. Copies of all reports, testing and observation reports prepared in connection with this Agreement shall be furnished to the SCHOOL DISTRICT RECEIVING SERVICES upon request.

It is expressly understood and agreed between the parties that (1) the SCHOOL DISTRICT PROVIDING SERVICES may not provide such services to pupils attending non-public schools that are not available to the public school students enrolled in the SCHOOL DISTRICT PROVIDING SERVICES; and (2) the services to be provided pursuant to this Agreement shall not include any teaching services.

4. The SCHOOL DISTRICT PROVIDING SERVICES warrants that such health care services (1) will be provided by licensed health and welfare providers; (2) shall be performed by health care providers that are licensed under the laws of the State of New York, inclusive of New York State Department of Health and State Education Department Licensing requirements, if applicable; and (3) will be in accord with all pertinent provisions of Federal, State, and local statutes, rules, and regulations, including, Section 912 of the Education Law, and the student's Individualized Education Plan ("IEP"), if applicable. The SCHOOL DISTRICT PROVIDING

- SERVICES shall certify that all health care providers possess documentation evidencing such license qualifications as required by Federal, State, or local statues, rules, regulations and orders.
- 5. The SCHOOL DISTRICT PROVIDING SERVICES understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, with respect to the services herein described.
- 6. In full consideration for the services to be rendered by the SCHOOL DISTRICT PROVIDING SERVICES to the SCHOOL DISTRICT RECEIVING SERVICES for the period of this Agreement, upon presentation of an invoice by the SCHOOL DISTRICT PROVIDING SERVICES evidencing the allocation of such costs in accordance with the terms set forth herein, the SCHOOL DISTRICT RECEIVING SERVICES will pay the SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$894.15 per student for the period of September 2023 through June 2024.
- 7. THE SCHOOL DISTRICT PROVIDING SERVICES shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
- 8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents that are necessary in order that the SCHOOL DISTRICT PROVIDING SERVICES may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING SERVICES.
- 9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the SCHOOL DISTRICT PROVIDING SERVICES or the SCHOOL DISTRICT RECEIVING SERVICES compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.
- Both parties to this Agreement understand that they may receive and or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- 11. Both parties to this Agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they shall not use, publish, discuss, disclose or

communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement, which concerns the personal, financial or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Education Rights and Privacy Act ("FERPA").

- 12. DISTRICT PROVIDING SERVICES agrees to defend, indemnify and hold harmless the DISTRICT RECEIVING SERVICES, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, to the fullest extent permitted by law, arising from any willful act, omission, error, recklessness or negligence of the DISTRICT PROVIDING SERVICES, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 13. DISTRICT RECEIVING SERVICES agrees to defend, indemnify and hold harmless the DISTRICT PROVIDING SERVICES, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, to the fullest extent permitted by law, arising from any willful act, omission, error, recklessness or negligence of the DISTRICT RECEIVING SERVICES, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 14. This Agreement may be terminated by either party to the other party upon thirty (30) days written notice to the other party in accordance with the Education Law. In the event of such termination, the parties will adjust the accounts due and the SCHOOL DISTRICT PROVIDING SERVICES will undertake no additional expenditures not already provided. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SCHOOL DISTRICT RECEIVING SERVICES must be completed by the SCHOOL DISTRICT PROVIDING SERVICES, its employees, and/or agents within thirty (30) days of the termination date.
- 15. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability or sponsorship.
- 16. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

The Freeport UFSD 235 N. Ocean Ave., Freeport, New York 11520 Attn: Anna Mikulin

Valley Stream #24 UFSD 75 Horton Ave, Valley Stream, NY 11581 Attn: Assistant Superintendent for Business

- 17. The parties shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the non-assigning party.
- 18. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the reminder of this Agreement shall remain in full force and effect.
- 19. This Agreement constitutes the full and complete Agreement between the SCHOOL DISTRICT PROVIDING SERVICES and the SCHOOL DISTRICT RECEIVING SERVICES and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
- 20. The undersigned representative of the SCHOOL DISTRICT RECEIVING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT RECEIVING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT RECEIVING SERVICES and bind the SCHOOL DISTRICT RECEIVING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT RECEIVING SERVICES in accordance with terms.
- 21. The undersigned representative of the SCHOOL DISTRICT PROVIDING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT PROVIDING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT PROVIDING SERVICES and bind the SCHOOL DISTRICT PROVIDING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT PROVIDING SERVICES in accordance with terms.
- 22. This Agreement is subject to approval by the Board of Education, by resolution duly approved.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first set forth above.

HEALTH AND WELFARE SERVICES AGREEMENT

THIS AGREEMENT is entered into this 27th day of February 2024 by and between the Board of Education of VALLEY STREAM 24 Union Free School District (hereinafter "VALLEY STREAM 24 UFSD") having its principal place of business for the purpose of this Agreement at VALLEY STREAM 24 UFSD, 75 Horton Avenue, Valley Stream, NY, 11581 and the Board of Education of the NORTH MERRICK UNION FREE SCHOOL DISTRICT (hereinafter "NORTH MERRICK UFSD"), having its principal place of business for the purpose of this Agreement at 1057 Merrick Avenue, North Merrick, NY 11566.

WITNESSETH

WHEREAS, VALLEY STREAM 24 UFSD is authorized pursuant to Section 912 of the Education Law, to enter into a contract with NORTH MERRICK UFSD for the purpose of having NORTH MERRICK UFSD provide health and welfare services to children residing in VALLEY STREAM 24 UFSD and attending a non-public school located in NORTH MERRICK UFSD.

WHEREAS, certain students who are residents of VALLEY STREAM 24 UFSD are attending non-public schools located in NORTH MERRICK UFSD.

WHEREAS, NORTH MERRICK UFSD has received a request(s) from said non-public school(s) for the provision of health and welfare services to the aforementioned student(s),

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the parties hereby mutually agree as follows.

A. TERM

The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this agreement, and as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

- 1. During the term of this Agreement, July 1, 2023 through June 30, 2024, the services provided by NORTH MERRICK UFSD may include, but are not limited to the following
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
 - b. dental prophylaxis.
 - c. vision and hearing screening examinations.
 - d. the taking of medical histories and the administration of health screening tests
 - e. the maintenance of cumulative health records, and
 - f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

 The services provided by NORTH MERRICK UFSD to VALLEY STREAM 24 UFSD shall be consistent with the services available to students attending public schools within the NORTH MERRICK UFSD.

- 3. NORTH MERRICK UFSD shall perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules and regulations, as well as the established policy guidance from the New York State Education Department.
 - a. The services of a school psychologist and/or a school speech therapist may be rendered on nonpublic parochial school premises only to the extent that such services are diagnostic in nature. To the extent that such services are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic parochial school only on a religiously neutral site.
- 4. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
- NORTH MERRICK UFSD shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
- 6. NORTH MERRICK UFSD warrants that the services will be provided by healthcare the North Merrick Union Free School District that are properly licensed under the laws of the State of New York.
- 7. NORTH MERRICK UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
- 8. Both parties agree to provide the State access to all relevant records which the State requires to determine either NORTH MERRICK UFSD's or VALLEY STREAM 24 UFSD'S compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
- 9. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
- Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

C. <u>COMPENSATION</u>

1. In exchange for the provision of health and welfare services pursuant to this Agreement.

VALLEY STREAM 24 UFSD agrees to pay NORTH MERRICK UFSD the sum of \$1908.00 per eligible pupil for the 2023 – 2024 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student.

2. VALLEY STREAM 24 UFSD shall pay NORTH MERRICK UFSD within thirty (30) days of VALLEY STREAM 24 UFSD receipt of a detailed written invoice from NORTH MERRICK UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

- 1. <u>Termination</u>: this Agreement may only be terminated in accordance with applicable Law.
- 2. Defense / Indemnification:
 - a. NORTH MERRICK UFSD agrees to defend, indemnify and hold harmless the VALLEY STREAM 24 UFSD Education its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the NORTH MERRICK UFSD, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
 - **b. VALLEY STREAM 24 UFSD** agrees to defend, indemnify and hold harmless the NORTH MERRICK UFSD, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the North Merrick UFSD'S officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 3. <u>Notices:</u> All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

Superintendent of Schools North Merrick UFSD 1057 Merrick Avenue Merrick, NY 11566

Superintendent of Schools VALLEY STREAM 24 UFSD 75 Horton Avenue Valley Stream, NY 11581

- 4. <u>Assignment</u>: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 6. <u>Severability</u>: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

- Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by the laws and regulation of the State of New York and applicable Federal Laws and regulations.
- 8. <u>Venue</u>: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.
- 9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 10. <u>Amendment</u>: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
- 11. <u>Execution:</u> This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Board of Education for the VALLEY STREAM 24 UFSD.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year written

VALLEY STR	EAM 24 UFSD
Superintenden	t of Schools
VALLEY STREAM 24 UFSD	NORTH MERRICK UFSD
President, Board of Education	President, Board of Education



89 Bartlett Street Brooklyn, NY 11206 Phone: (718) 828-2666 Fax: (718) 782-1538 www.whiteglovehomecare.com

This services agreement ("Agreement") is entered into on this ______ day of ______, 2024 by and between Valley Stream 24 UNION FREE SCHOOL DISTRICT ("District"), and WHITE GLOVE COMMUNITY CARE, INC. ("White Glove"), a licensed home care services agency ("LHCSA") licensed pursuant to Article 36 of the New York State Public Health Law.

Purpose:

NOW, THEREFORE, in consideration of the mutual agreements, undertakings, representations and warranties hereinafter set forth, the parties hereby agree as follows:

1. Services to be Provided by White Glove:

Upon the request of District, White Glove shall provide Personnel qualified to provide Health Care Services. All personnel shall have current and valid New York State licenses/registrations and meet the requirements imposed by law or regulation by the State of New York for the practice of and provision of relevant services.

2. Duties and Obligations of White Glove

- a. White Glove shall screen all Personnel in accordance with Federal, State, and local statutes, rules, and regulations including assessing credential requirements for levels of skill, background, experience, and education.
- b. White glove shall maintain and make available to District upon request, documented evidence of the satisfaction of personnel requirements for all assigned Personnel.
- c. White Glove shall assess staff competency for performing the tasks that may be assigned in a Student's plan of care upon hire and prior to their initial assignment by means of cognitive testing and observation. Paraprofessional's competency will be assessed by successful hands on demonstration of required skills prior to or during an initial service visit.
- d. White Glove will provide orientation to personnel regarding relevant home health regulations and as requested the District's policies and procedures made available to White Glove.
- e. White Glove shall ensure compliance with the home health professional and paraprofessional annual education requirements.
- f. White Glove will be responsible for ensuring that all services are rendered in accordance with all pertinent provisions of federal, state, and local statutes, rules, and regulations. Notwithstanding the foregoing, this provision shall not serve nor be construed in any manner to limit, eliminate, amend or modify District's obligations contained in this Agreement.

- g. White Glove will verify Personnel attendance by having them call in to clock in and out on an online timesheet management system. White Glove shall provide documentation of timesheets to District upon request.
- h. Throughout the Term of this Agreement, White Glove shall maintain general liability insurance and professional liability insurance on an occurrence basis, each in the amounts of at least One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars in the annual aggregate.
- i. White Glove shall ensure the quality of all services provided. The White Glove Quality Improvement Program monitors verbal and documented reports obtained from Personnel and Students involving unanticipated events which include errors in care or services provided, unanticipated deaths of Students assigned to Personnel, and injuries and safety hazards related to care and services provided. As appropriate, White Glove will notify the District of investigative outcomes and corrective measures taken in accordance with White Glove policies and procedures.
- j. White Glove shall ensure adherence to the Plan of Care or service Provisions established by District.
- k. White Glove will maintain a confidential file in accordance with applicable requirements of New York Public Health law for documented reports of unexpected incidents for purposes of QI Program tracking, monitoring, corrective action and prevention.
- 1. Upon learning of any Student complaint or of the possibility that an incident has taken place, involving risk of harm to any Student, White Glove shall immediately report such complaint or incident to District.

3. Indemnification

- a) District agrees to indemnify, defend and hold harmless White Glove, including, as applicable, its officers, directors, employees and agents, from and against any and all liabilities, losses, damages claims, causes of action and expenses (including reasonable attorneys' fees), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of District and/or District's breach of this Agreement. The indemnification provided under this paragraph 4(a) shall supplement and not supersede or replace any protection or rights that may be afforded to either party under any insurance policies maintained by either party that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder. The indemnification provided under this paragraph shall survive the termination of this Agreement.
- b) White Glove agrees to indemnify, defend and hold harmless District, including, as applicable, its officers, directors, employees and agents, from and against any and all liabilities, losses, damages claims, causes of action and expenses (including reasonable attorneys' fees), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of White Glove and/or White Glove's breach of this Agreement. The indemnification provided under this paragraph 4(b) shall supplement and not supersede or replace any protection or rights that may be afforded to either party under any insurance policies maintained by either party that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder. The

indemnification provided under this paragraph shall survive the termination of this Agreement.

4. Independent Contractor Relationship

White Glove's relationship to District during the term of this Agreement shall be that of an independent contractor, and the amounts being paid hereunder shall not be subject to withholding taxes or other employment taxes as required with respect to compensation paid by an employer to an employee. All Personnel assigned by White Glove to provide Services to District are at all times employees of White Glove and are not independent or subcontracting parties of the District. White Glove shall be responsible for compensating Personnel and for withholding all amounts required by Federal, State and local tax laws to be withheld from such compensation. In addition, White Glove shall be responsible for paying social security, unemployment insurance, workers compensation and disability insurance for all Personnel in accordance with applicable laws.

5. Confidentiality.

White Glove acknowledges that Personnel will be privy to private and confidential medical information during the course of their placement at District. District acknowledges that all Personnel shall be designated as a member of the District workforce, as such designation is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and solely for the purposes of compliance therewith. In so doing, District agrees to train such Personnel in order to comply with the requirements of applicable law and regulation, including but not limited to, HIPAA, relating to the use or disclosure of Protected Health Information.

6. Compensation and Financial Terms

- a. District shall be responsible for processing all billing to Medicare, Medicaid, insurance and third party payers for all Students. White Glove shall not be responsible for billing or submitting claims for Services to any third party.
- b. On a weekly basis, White Glove shall submit to District a detailed schedule and invoice specifying the Personnel who provided Services during the prior Week, including any relevant Student records. District shall remit all payments to White Glove within thirty (30) days of receipt of said invoice.
- c. <u>Base Rate</u>. District shall compensate White Glove for all Personnel services provided in accordance with the following pay scale:

Feeding Therapy	\$150.00/30 min visit		
Occupational Therapy Evaluation	\$300.00/per Eval		
Occupational Therapy Services	\$119.00/per 30 min session		
Occupational Therapy Services	\$150.00/per 45 min session		
Occupational Therapy Group Session	\$60.00 per child/ per 30 min session		
Physical Therapy Evaluation	\$300.00/per Eval		
Physical Therapy Services	\$119.00/per 30 min session		
Physical Therapy Services	\$150.00/per 45 min session		
Physical Therapy Group Session	\$60.00 per child/ per 30 min session		
Speech Evaluation	\$300.00/per Eval		
Speech/Language Services	\$119.00/per 30 min session		

Speech/Language Services	\$150.00/per 45 min session	
Speech Group Session	\$60.00 per child/ per 30 min session	
PT/OT/Speech General therapy, annual reporting, consultation, and	\$175.00/ per hour	
meetings	V	
PTA	60.90 p/ 30 min session	
COTA	60.90 p/ 30 min session	
RN (Registered Nurse)	\$80.00/hr.	
LPN (License Practical Nurse)	\$70.00/hr.	
Health Aide	\$31.00/hr.	
Transportation RN	\$99.00/hr.	
Transportation LPN	\$99.00/hr.	

7. Termination

- a. <u>Term of Agreement:</u> This Agreement is effective July 1, 2023, through June 30, 2024.
- b. Without Cause Termination. Either party may terminate this Agreement, without cause, at any time by giving written notice to the other party at least thirty (30) days in advance of the termination date specified in such notice.
- c. <u>Automatic Termination</u>. This Agreement shall be terminated upon the occurrence of any of the following:
 - i. the inability or failure of either party to perform its obligations under this Agreement, provided such inability or failure remains uncorrected for a period of ten (10) days after receipt by the other party of written notice to cure such inability or failure;
 - ii. Either party's failure to maintain the required insurance as specified in herein;
 - iii. The suspension, revocation, termination, probation, restriction, expiration or surrender of either party's approval and/or licensure required to provide services in New York.

8. Non Solicitation

- a. District agrees that neither it, nor any of its directors, officers or employees shall, directly or indirectly, both during the provision of services by Personnel hereunder and for a period of one (1) year following the completion of any services provided by Personnel:
 - hire, solicit, contact, or entice away, or attempt to hire, contact, solicit
 or entice away from White Glove any Personnel providing services to
 District, whether directly or indirectly, by personal communication or
 by written communication (not including mass media, such as radio or
 newspapers), or by making or causing or facilitating the making of

contact by, through or on behalf of another entity; and/or

- ii. Take any action whatsoever that disturbs, or could reasonably be expected to disturb, the existing employment relationship of White Glove with any of its Personnel.
- b. In the event of a breach of the aforementioned paragraphs, 9(a)(i) and/or (ii) and notwithstanding the terms and conditions of this Agreement, the District agrees to pay to White Glove within ten (10) days of said breach of this Agreement in accordance such section hereof, an amount equal to ten thousand dollars (\$10,000) per each Personnel member that is, or are, the subject of the breach, as liquidated damages. This Section for liquidated and agreed-upon damages between the parties hereto is a *bona fide* provision for such damages and is not a penalty. The parties hereto acknowledge and agree that White Glove, having agreed to provide Personnel to District pursuant to the terms and conditions of this Agreement, and in reliance thereof, in the event of a breach of the aforementioned provisions, 9(a)(i) and/or (ii) shall have sustained damages which will be substantial and not capable of determination and, as such, the liquidated and agreed-upon damages incorporated in this Agreement is a provision beneficial to all of the parties hereto.

9. Miscellaneous

- Neither party to this Agreement shall be responsible for consequential or special damages in connection with the services provided pursuant to this Agreement.
- b. White Glove agrees that if applicable, to the extent and for the time required by federal regulations, 42 CFR Part 420, subpart D entitled "Access to Books, Documents and Records of Subcontractors," which requires that service contracts valued at ten thousand dollars (\$10,000) or more over a twelve (12) month period between health care providers and subcontractors which were entered into or renewed after December 5, 1980, must include a clause which provides that the subcontractor or related organizations which perform any of the services provided, comply with requests by the Controller General, the Secretary of the Department of Health and Human Services and duly authorized representatives for access to the contract, books, documents and records which are necessary to verify the cost and provision of the services provided until four (4) years after the expiration of the services pursuant to such contract, each party shall maintain such books and records and shall comply with such requests.
- c. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to its conflicts of law provisions.
- d. <u>Assignment</u>. Neither party hereto shall assign this Agreement or delegate its obligations hereunder without the prior written consent of the other party hereto in each instance. Notwithstanding, the foregoing, all covenants, conditions, and obligations contained herein shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of White Glove

and District.

e. Notices. All notices and other communications under or in connection with this Agreement shall be given in writing and shall be deemed to have been given or made: if by hand, immediately upon delivery; if by telex, telecopier or similar electronic device, two hours after sending; if by Federal Express, Express Mail or any other overnight service, the first business day after dispatch; or if mailed by certified mail return receipt requested, two (2) business days after delivery or return of the notice to sender marked "unclaimed". All notices shall be delivered or mailed to the parties at the following address (or to such other address as either party shall designate by notice in accordance with the provisions to this paragraph):

If to White Glove:

If to District:

White Glove Community Care, Inc. 89 Bartlett Street Brooklyn, New York 11206

Attn: Rosa Beck

- f. <u>Modification</u>. This Agreement shall not be modified or amended except by a written document executed by both parties.
- g. <u>Authorization</u>. Each party acknowledges that the execution of this Agreement and all other documents of even date has been duly authorized.
- h. <u>Counterparts</u>. For the convenience of the parties hereto, this Agreement may be executed in counterparts and all such counterparts shall together constitute the same agreement.
- Entire Agreement. This Agreement contains the entire Agreement between White Glove and District with respect to the subject hereof. White Glove and District expressly agree that there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied between them, other than as set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the day, month and year first above written.

Signed by:

WHITE GL	OVE COMMUNITY CARE, INC.:
Signature	lek_
Print Name_	Poste Assochetsky
Title CE	Date 03-26-24

WG Contract Rev 9/12 Page 6 of 7

	acation of the n Union Free School District Twenty-Four	
Signature_		
Print Name	Donna LaRocco, Board President	
Title	Date	

VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 SINGLE AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023

VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 SINGLE AUDIT REPORT TABLE OF CONTENTS

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Marianne E. Van Duyne, CPA Alexandria M. Battaglia, CPA Brendan Nelson, CPA

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Education Valley Stream Union Free School District #24

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Valley Stream Union Free School District #24's (the "District") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the fiscal year ended June 30, 2023. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order
 to design audit procedures that are appropriate in the circumstances and to test and report on internal
 control over compliance in accordance with the Uniform Guidance, but not for the purpose of
 expressing an opinion on the effectiveness of the District's internal control over compliance.
 Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying Schedule of Findings and Questioned Costs as item #2023-001. Our opinion on each major federal program is not modified with respect to this matter.

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the noncompliance finding identified in our audit described in the accompanying Schedule of Findings and Questioned Costs. The District's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, we identified a certain deficiency in internal control over compliance, as described in the accompanying Schedule of Findings and Questioned Costs as item # 2023-001, that we consider to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the noncompliance finding identified in our compliance audit described in the accompanying Schedule of Findings and Questioned Costs. The District's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund, and the fiduciary fund of the District as of and for the fiscal year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We issued our report thereon dated October 11, 2023 which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying

accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

R.S. Abrams & Co., LLP

R. S. abrans + Co. XXP

Islandia, NY

February 19, 2024

(except for our report on the schedule of expenditures of federal awards, for which the date is October 11, 2023)

VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Federal Grantor/Pass-through Grantor Program Title	Assistance Listing Number (ALN)	Agency or Pass-through Number	Program Expenditures	Total Expenditures by ALN
U.S. Department of Education				
Passed-through NYS Education Department:				
Special Education - Grants to States (IDEA, Part B)	84.027	0032-23-0433	\$ 332,562	
COVID-19 - Special Education - Grants to States (IDEA, Part B)	84.027X	5532-22-0433	62,225	\$ 394,78
Special Education - Preschool Grants (IDEA Preschool)	84.173	0033-23-0433	\$ 15,913	
COVID-19 - Special Education - Preschool Grants (IDEA Preschool)	84.173X	5533-22-0433	6,562	22,47
Total Special Education Cluster			\$ 417,262	
Title I Grants to Local Educational Agencies (LEAs)	84.010	0011-22-3144	\$ 11,843	
Title I Grants to Local Educational Agencies (LEAs) Title I Grants to Local Educational Agencies (LEAs)	84.010 84.010	0011-23-3144 0021-23-1565	106,650 139,647	258,14
The Foraits to Local Educational Agencies (LEAs)	84.010	0021-23-1303	139,047	236,14
Supporting Effective Instruction State Grant	84.367	0147-23-1565	\$ 12,033	12,03
English Language Acquisition Grants	84.365	0293-22-1565	\$ 3,752	
English Language Acquisition Grants English Language Acquisition Grants	84.365 84.365	0293-23-1565 0149-22-1565	5,801 20,412	29,96
English Language Acquisition Grants	64.303	0149-22-1303	20,412	29,90
Student Support and Academic Enrichment Grants	84.424	0204-23-1565	\$ 4,084	4,08
Education Stablization Fund				
COVID-19 - Governor's Emergency Education Relief (GEER) Fund	84.425C 84.425C	5895-21-1565 5896-21-1565	\$ 28,366	25 67
COVID-19 - Governor's Emergency Education Relief (GEER) Fund	04.423C	5896-21-1565	7,313	35,67
COVID-19 - Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	5890-21-1565	\$ 13,868	
COVID-19 - Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	5891-21-1565	39,488	53,35
COVID-19 - American Rescue Plan - Elementary and Secondary School Emergency				
Relief (ARP ESSER) Fund	84.425U	5870-22-9294	\$ 13,997	
COVID-19 - American Rescue Plan - Elementary and Secondary School Emergency Relief (ARP ESSER) Fund	84.425U	5870-23-9294	265,081	
COVID-19 - American Rescue Plan - Elementary and Secondary School Emergency			,	
Relief (ARP ESSER) Fund	84.425U	5880-21-1565	665,093	944,17
Total Education Stabilization Fund			\$ 1,033,206	
Total U.S. Department of Education				\$ 1,754,69
U.S. Department of Agriculture				
Passed-through NYS Education Department:				
School Breakfast Program (Cash Assistance)	10.553	N/A	\$ 22,678	\$ 22,67
National School Lunch Program (Cash Assistance)	10.555	N/A	\$ 178,077	178,07
Total Child Nutrition Cluster			\$ 200,755	
State Pandemic Electronic Benefit Transfer (P-EBT) Administrative Costs Grant	10.649	N/A	\$ 1,884	1,88
Total U.S. Department of Agriculture				\$ 202,63
U.S. Department of the Treasury				
Passed-through Town of Hempstead:				
COVID-19 - Coronavirus Relief Fund	21.019	N/A	\$ 3,406	\$ 3,40
Total U.S. Department of the Treasury				\$ 3,40
Total Federal Awards Expended				\$ 1,960,73

VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE FISCAL YEAR ENDED JUNE 30, 2023

1. BASIS OF PRESENTATION:

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Valley Stream Union Free School District #24 (the "District") under programs of the federal government for the fiscal year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of District, it is not intended to and does not present the financial position, changes in net position or cash flows of the District.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if applicable, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Expenditures reported on the Schedule for the COVID-19 – Governor's Emergency Education Relief (GEER) Fund and COVID-19 – Elementary and Secondary School Emergency Relief (ESSER) Fund include \$28,366 and \$13,868, respectively, incurred in the fiscal year ended June 30, 2022 and approved as allowable in the fiscal year ended June 30, 2023.

Federal awards that are included in the Schedule may be received directly from federal agencies, as well as federal awards that are passed through from other government agencies. Pass-through entity identifying numbers are presented where available.

Indirect costs may be included in the reported expenditures, to the extent that they are included in the federal financial reports used as the source for the data presented. Matching costs (the District's share of certain program costs) are not included in the reported expenditures.

3. **INDIRECT COST RATE:**

The District has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

4. **SUBRECIPIENTS:**

No amounts were provided to subrecipients.

5. OTHER DISCLOSURES:

No insurance is carried specifically to cover equipment purchased with federal funds. Any equipment purchased with federal funds is covered by the District's casualty insurance policies.

There were no loans or loan guarantees outstanding at year end.

VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023

PART I <u>SUMMARY OF AUDITOR'S RESULTS</u>

Financial Statements

Type of auditor's opinion(s) issued:		Unmodified
Internal control over financial reporting:		
Material weakness(es) identified?	yes	<u>x</u> no
Significant deficiencies identified that are not considered to be material weakness(es)?	yes	xnone reported
Noncompliance material to financial statements noted?	yes	<u>x</u> no
Federal Awards		
Internal control over major programs:		
Material weakness(es) identified?	yes	<u>x</u> no
Significant deficiencies identified that are not considered to be material weakness(es)?	x yes	none reported
Type of auditor's opinion(s) issued on compliance for major programs:		Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516 (a)?	<u>x</u> yes	no
Identification of major programs:		
Name of federal program		Assistance Listing Number(s)
COVID-19 - Education Stabilization Fund		84.425C, 84.425D, & 84.425U
Dollar threshold used to distinguish between Type A and Type B Programs:		\$750,000
Auditee qualified as low risk?	x yes	no

VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE FISCAL YEAR ENDED JUNE 30, 2023

PART II FINANCIAL STATEMENT FINDINGS

There are no financial statement findings to be reported.

PART III FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

FINDING # 2023-001

U.S. Department of Education – Passed-through the NYS Education Department

COVID-19 - American Rescue Plan - Elementary and Secondary School Emergency Relief (ARP ESSER) Fund; Assistance Listing Number 84.425U; Project #5880-21-1565; Grant Period – Fiscal Year Ended June 30, 2023

Significant Deficiency, Other Non-Compliance

<u>Compliance Requirement:</u> Equipment and Real Property Management

Criteria: According to 2 CFR section 200.313(d)(1), detailed property records must

be maintained for equipment acquired under a federal grant award. Records should include a description of the property, a serial number or identification number, the source of funding (including the federal award identification number), who holds title, the acquisition date, cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and

condition of the property, and ultimate disposition data.

Condition: During our audit, we noted the District's capital asset records for some of

the assets acquired with federal grant funding during the fiscal year were added to the District's capital asset records and capitalized for the incorrect amounts. In addition, we noted that the District's current practices surrounding the inventorying and capitalization of capital assets does not appear to align with the associated Board of Education policy on capital

assets.

Cause: The District did not fully reconcile its expenditure records when capitalizing

equipment additions purchased with federal funds.

Effect: If the District's capital asset records are incomplete or inaccurate, they may

not be properly safeguarded, and the District may not comply with the

aforementioned federal regulations.

Ouestioned Costs: None.

Recommendation:

We recommend that the District implement a system of communication and a review process surrounding capital asset additions to ensure the completeness and accuracy of capital asset records. In addition, we recommend the District update their capital asset Board of Education policy to expand on the capitalization of like-kind capital assets in order to properly align with their current practices.

District's Response:

The District's response is included in their corrective plan.

VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE FISCAL YEAR ENDED JUNE 30, 2023

There were no prior year findings or questioned costs.

VALLEY STREAM UNION FREE SCHOOL DISTRICT #24 CORRECTIVE ACTION PLAN FOR THE FISCAL YEAR ENDED JUNE 30, 2023

The District's corrective action plan is under a separate cover.



VALLEY STREAM SCHOOL DISTRICT 24

75 Horton Avenue, Valley Stream, New York 11581-1499 (516) 434-2831 • FAX: (516) 256-0214

Dr. Jack R. Mitchell
Assistant Superintendent of Business

Mr. Unal Karakas
Superintendent of Schools

BOARD OF EDUCATION

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Jennie L. Padilla District Clerk

> Brian Cleary Treasurer

Guercio & Guercio, LLP School Attorney Single Audit Report: Valley Stream Union Free School District 24

Period Covered – July 1, 2022 – June 30, 2023

Part III: FEDERAL AWARD FINDINGS

CORRECTIVE ACTION PLAN

Audit Recommendations:

1) We recommend that the District implement a system of communication and a review process surrounding capital asset additions to ensure the completeness and accuracy of capital asset records. In addition, we recommend the District update their capital asset Board of Education policy to expand on the capitalization of like-kind capital assets in order to properly align with their current practices.

Implementation Plan of Actions:

1) The District will implement a monthly review document to verify new assets and their tagging towards the inventory. Each applicable department/administrator will sign off on the document. A dedicated person will enter all reviewed assets in the asset tracking system. Before year-end, all assets inventoried will be reviewed separately by the Business office. In addition, another post-check will be performed by the accountant at year-end. The Board of Education will also continue to update policy in alignment with practice.

Implementation Dates:

1) March 2024

Person(s) Responsible for Implementation:

Accountant (Cullen & Danowsky), Assistant Superintendent for Business

RESOLUTION

As authorized by District Policy No. 5425, I hereby appoint, on behalf of the Board of Education, Rodney Austin, to serve as the Impartial Hearing Officer for the impartial hearing concerning the student identified in Confidential Schedule "A."

Donna LaRocca

President, Board of Education

Date

Confidential Schedule "A"

Property Tax Report Card 280224 - VALLEY STREAM 24 UFS

Form Preparer Name:

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****Please use Chrome or Firefox browsers when entering the Business Portal to complete the PTRC. Internet Explorer is NOT recommended.*****

Note: Some data elements of the Property Tax Report Card have been revised or renamed to more closely follow the Property Tax Cap calculations districts complete on the Office of the State Comptroller website. Please see the Help text above for definitions. Additional guidance on the Property Tax Levy Limit is available on the Office of Educational Management Services website: http://www.p12.nysed.gov/mgtserv/propertytax/taxcap/.

Please also submit an electronic version (PDF or Word) of your school district's 2024-25 Budget Notice to: emscmgts@nysed.gov. This will enable us to help correct any formula or data entry discrepancy quickly.

Notice: The Enacted Budget allows school districts to establish a reserve fund for NYS Teachers' Retirement System Contributions, effective immediately. This reserve, if applicable, should be reported in the Schedule of Reserves under 'Other Reserve' and with a description that says: "To fund employer retirement contributions to the New York State Teachers' Retirement System (TRS.)"

Form Due - April 29, 2024

JACK R MITCHELL

Shaded Fields Will Calculate	Budgeted 2023-24	Proposed Budget 2024-25	Perce Chan	
	(A)	(B)	(C))
Total Budgeted Amount, not including Separate Propositions	37,019,209	39,282,476	6.11	%
A. Proposed Tax Levy to Support the Total Budgeted Amount	22,604,855	22,989,192		
B. Tax Levy to Support Library Debt, if Applicable	0	0		
C. Tax Levy for Non-Excludable Propositions, if Applicable ²	0	0		
D. Total Tax Cap Reserve Amount Used to Reduce Current				
Year Levy, if Applicable	0	0		
E. Total Proposed School Year Tax Levy (A+B+C-D)	22,604,855	22,989,192	1.70	%
F. Permissible Exclusions to the School Tax Levy Limit	0	2,723		
G. School Tax Levy Limit, Excluding Levy for Permissible	22,604,855	23,090,475		
Exclusions ³				
H. Total Proposed Tax Levy for School Purposes, <u>Excluding</u> Permissible				
Exclusions and Levy for Library Debt, Plus Prior Year Tax	22,604,855	22,986,469		
Cap Reserve (E-B-F+D)				
I. Difference: (G-H);(negative value requires 60.0% voter approval) ²	0	104,006		
Public School Enrollment	1,045	1,061	1.53	%
Consumer Price Index			4.12	 %

¹ Include any prior year reserve for excess tax levy, including interest.

² Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirements.

³ For 2024-25, includes any carryover from 2023-24 and excludes any tax levy for library debt or prior year reserve for

	Actual 2023-24 (D)	Estimated 2024-25 (E)
Adjusted Restricted Fund Balance	8,374,397	7,960,512
Assigned Appropriated Fund Balance	900,000	900,000
Adjusted Unrestricted Fund Balance	1,474,336	1,571,299
Adjusted Unrestricted Fund Balance as a Percent of the Total Budget	3.98 %	4.00 %

Schedule of Reserve Funds

Reserve Type Reserve Name

Reserve Description *

3/31/24 Actual Balance 6/30/24 Estimated Ending Balance

Intended Use of the Reserve in the 2024-25 School Year (Limit 200 Characters)**

Note: Be sure to click on the Save button at the bottom after each additional Reserve you add under Capital, Property Loss, Liability, or Other Reserve.

Capital	CAPITAL	For the cost of any	1,662,307	520,422	Two Propositions
		object or purpose for which bonds may be issued.			「\$425K and \$800K
Repair		For the cost of repairs to capital improvements or equipment.]
Workers Compensation		For self-insured Workers Compensation and benefits.]
Unemployment Insurance	UNEMPLOYMEN	TFor reimbursement to the State Unemployment Insurance Fund.	23,966	25,164	No intended use
Reserve for Tax Reduction	¢	For the gradual use of the proceeds of the sale of school district real property		1]
Mandatory Reserve for Debt Service		For proceeds from the sale of district capital assets or improvement, restricted to debt service.]
Insurance		For liability, casualty, and other types of uninsured losses.]
Property Loss + (add)		To cover property loss.]
Liability + (add)	LIABILITY	To cover incurred liability claims.	425,000	0	No intended use

Tax Certiorari	For tax certiorari settlements.	
Reserve for Insurance Recoveries	For unexpended proceeds of insurance recoveries at fiscal year end.	
Employee EBALR Benefit Accrued Liability	For accrued 1,316,888 1,661,378 'employee benefits' due to employees upon termination of service.	\$300K addition and \$21,354 sick leave payout
Retirement ERS Contribution	For employer 3,823,846 4,290,038 retirement contributions to the State and Local Employees' Retirement System.	\$275K addition
Reserve for Uncollected Taxes	For unpaid taxes due certain city school districts not reimbursed by their city/county until the following fiscal year.	
Single Other TRS Reserve	For employer 1,122,390 1,463,510 retirement contributions to the NYS Teachers' Retirement System	\$285K addition

* NYSED Reserve Guidance:

http://www.p12.nysed.gov/mgtserv/accounting/docs/reserve_funds.pdf

OSC Reserve Guidance: http://osc.state.ny.us/localgov/pubs/listacctg.htm#reservefunds

**Provide a brief, but specific, statement of the planned use and appropriation for the reserve in SY 2024-25. Mention any capital expenditures that will need to be voted upon in the upcoming Budget Vote.

Save	Reset	Save & Ready