MINUTES

BOARD OF EDUCATION

VALLEY STREAM SCHOOL DISTRICT 24

BUSINESS MEETING March 27, 2024 WILLIAM L. BUCK SCHOOL 6:45 PM

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

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

Absent With Prior Notice: Trustee Herrera

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

Having a quorum, the Business Meeting was called to order at 6:55 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 6:55 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 Trustee Maier and seconded by Trustee Wilson. Motion Unanimously carried.

The Business Meeting was reconvened at 7:33 pm, at the William L. Buck School by President LaRocco.

II. SALUTE TO THE FLAG

- **III. APPROVAL OF MINUTES:** February 28, 2024, and March 13, 2024. Motion to approve the minutes made by Vice-President Hernandez and seconded by Trustee Wilson. Motion unanimously carried.
- 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 received a FOIL request from Mr. Dandan Zou a reporter for Newsday via email on March 6, 2024.

On March 8, 2024 I received a letter in the mail from Ms. Andrea K. Carra. The letter was to inform the Board of her retirement which will be effective June 30, 2024 at the close of the business day.

That concludes my correspondence report. Thank you.

VI. SUPERINTENDENT REPORT - MR. UNAL KARAKAS

We had another wonderful month of March with incredible initiatives and activities across our district!

Tonight, I am proud to begin my report by highlighting the remarkable efforts of our very own Assistant Superintendent for Business, Dr. Mitchell. In January, Dr. Mitchell embarked on a journey to Guatemala alongside approximately 40 other educators as part of the LifeTouch Memory Mission. Their mission? To contribute to the construction of a sustainable school using recycled plastic bottles.

Dr. Mitchell shared with me the profound impact this experience had on him, underscoring the value of extending support to those in need and fostering opportunities for others.

Recently, the LI Herald featured an insightful interview with Dr. Mitchell, shedding light on the significance of this mission and its far-reaching effects.

Since its inception in 2000, the LifeTouch Memory Mission has been dedicated to serving children, families, and communities across the globe.

On behalf of the Board of Education, myself, and our entire district, we extend our heartfelt congratulations to Dr. Mitchell for his involvement in this meaningful humanitarian endeavor!

Here is another image showcasing the incredible work that was done. A picture like this truly exemplifies the significance of efforts like these.

I want to share a 4-minute video that Lifetouch created to further showcase this important mission.

(Video shown)

Wow! What an inspiring display of support and dedication to humanity. Once again, we extend our heartfelt thanks and congratulations to our very own Dr. Mitchell for representing Valley Stream 24 in such a significant and impactful manner.

Earlier this month, we had our annual Valley Stream Council of PTAs Legislative Breakfast. Three legislators joined us, including Assemblywoman Solages, Assemblyman Curran, and Senator Canzoneri-Fitzpatrick. I had the privilege of speaking on behalf of our Valley Stream Superintendents and Board of Education, and outlined key legislative items that will help support our school districts. I am proud to say that there are productive discussions underway in Albany right now on key issues that I brought up such as Foundation Aid funding, revamping the Tier 6 retirement system, APPR, and more.

The highlight of the event was having two outstanding Student Council members, Vanessa Harrison and Malcolm Mathis from RWC and BAS respectively, join me in addressing the audience, both receiving standing ovations. Their courage and eloquence exemplify the promising leadership within our student body.

I also want to thank our PTAs, families, and staff for supporting this event. I think we had the most representation at the breakfast. Overall, it was a truly wonderful morning of advocacy and community engagement.

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eloquence exemplify the promising leadership within our student body.

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On the same day as the legislative breakfast, Assemblywoman Solages hosted the 11th annual Women of Distinction ceremony, a profoundly meaningful event for all the honorees and their families. Witnessing the tremendous support from constituents of the 22nd Assembly District was truly inspiring. We are exceptionally proud and honored that our very own Trustee Nunez was recently recognized as a Woman of Distinction by Assemblywoman Solages. Congratulations to her!

As you know, fostering diversity and bringing our families together are core values in our district. Family Forums are an important part of this. This year, we were thrilled to see both WLB and BAS successfully host their forums, and this month, RWC followed suit.

The theme for RWC's forum centered around Game Night, an evening enriched with cultural desserts brought in by families, showcasing their diverse backgrounds and traditions. Families and students were treated to a slide deck exploring the historical origins of featured games and the diverse cultures they represent.

Parents, students, and staff alike embraced the opportunity to play games and connect in a joyous atmosphere. Thank you to the RWC staff for making this Family Forum a success.

This year marked the introduction of mid-year Parent-Teacher Conferences (PTCs) for the first time in our district. Following the conferences, I distributed a survey to our families to gather feedback, and the response was overwhelmingly positive. Remarkably, 100% of parents agreed or strongly agreed that mid-year conferences were beneficial to them. Additionally, our teachers expressed strong support for PTCs.

Looking ahead, we are excited to continue this practice next year. We extend our gratitude to our dedicated teachers for their hard work in supporting our families as we strive for continued student progress in the final three months of the school year.

A special thank you goes to our principals for their assistance in coordinating schedules, and to our families for their ongoing support.

We also had our sixth-grade hockey tournament at South High School's gym last week. The students showed great sportsmanship, and it was a lot of fun to watch. In the end, Robert Carbonaro School came out victorious this year, so congratulations to RWC!

Here are a few more pictures. Thank you to Dr. Comis for helping to organize this game.

As you know, we value our music and art programs here at Valley Stream 24. Our spring chorus concerts have begun, with BAS and RWC hosting theirs this month. The students did a wonderful job thanks to Ms. Wilkey's hard work with both choruses. Our families also had a wonderful time at each event. William L. Buck School will be holding its chorus performance in May.

We also look forward to our band and orchestra performance in May as well.

In exciting news, I recently joined the National School Superintendent's AASA Artificial Intelligence Steering Committee in which about 25 Superintendents from the country review AI and advocate for state level and federal policies that ensure that AI, when utilized, is used in an ethical and meaningful way. The first meeting was held virtually this month, and we started the conversation around this important review of potential policy proposals. I look forward to continuing this conversation as we always plan for the future of learning with the technology that is available to us and use it a meaningful and appropriate way.

This year, the focus of our Diversity, Equity, and Inclusion Committee is really on allowing for authentic cultural experiences to take place within our curriculum and also within our community. One particular population that can be underrepresented at times are our families who have children with disabilities.

I wanted to let our community know that for all of our families who want to support language development as well as communication, including but not limited to families with children who might have a disability or speech needs, Hendrickson Park recently placed a communication board in 2023 as a supportive resource.

Families and caretakers of children with or without speech needs can use the board

to turn their kid's playtime into a teachable moment to practice speech, work on their empathy and self-control, or maybe jumpstart learning sign language with a friend.

Sensory friendly hours are being added to all village events and this summer for the first time it will be included in the village pool activities!!! This is wonderful for our families and community members.

We thank our Village for thinking of all children and all of our families in Valley Stream.

These are some important dates and events coming up. Easter Recess is this Friday and Monday upcoming. We wish everyone celebrating a Happy Easter.

Eid is on April 10th. We wish all our Muslim families a Happy Eid in advance.

Our State Assessments are in the middle of April, and it will be computer-based for grade 5 on April 15 and 16.

Finally, we have our spring break April 22nd through April 30th.

Now I am excited to introduce Principal Comis who represents Brooklyn Avenue School and their Women's History Month presentation.

Dr. Comis will then introduce our music teachers Mr. Shmorhun and Mr. Garzetta who will introduce the students receiving music awards.

PRESENTATIONS:

Brooklyn Avenue School Student Presentation

Instrumental Music Awards

What incredible presentations and awards tonight. We are so proud of all of our students. 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

Vice President Hernandez:

Members of the Valley Stream Central High School District girls and boys swim teams recently concluded their inaugural seasons. These student athletes made Valley Stream Central High School District history by taking part in the district's first ever swim program. Both teams also saw a great deal of success making All Conference and onto the county's roster.

Serving as a reminder to all our District 24 students who are active participants in their school's government to continue to pursue their passions because opportunities await you at our high schools. Recently, three new student liaisons were selected by their senior high school building principals. The student representative from each senior high school will sit on the Board together, and relay concerns and requests from their respective student bodies as the Board works to develop District policy. This is an amazing opportunity for our students to continue to foster their interest in civic engagement.

Two valley Stream South High School student-artists and two art teachers had their works exhibited at the Firefly Gallery in Northport in February. The exhibition, titled Kindred Spirits, highlighted the bond that art can forge between educators and students. The exhibit was organized through the New York State Art Teachers Association and seeks to emphasize the strong impact that art has on the lives of teachers and students when they share their love of art together. The artworks focused on how different perspectives and media influence how we view others, as well as wrought landscapes, which used the emotional qualities of color to influence a viewer's perception of a place.

Female athletes in the Valley Stream Central High School District were recently treated to a special visit by Olympic gold medalist swimmer Samantha Arsenault Livingstone. The visit highlighted the importance of mental health and taking care

of oneself despite busy schedules. The event was organized in partnership with the student mental health nonprofit #SameHereSchools and involved a number of mindfulness and group exercises to get the student athletes thinking and talking about things in their daily lives that might be adversely affecting their mental health. The visit was one of the many ways the Valley Stream Central High School District is working to ensure its students have the resources and support to maintain their mental health amid their busy schedules.

A reminder that the recreation program at each of our high schools is currently under way with dates going into May for students to engage in sporting activities, participate in fitness curriculum and remain active in their free moments.

That concludes my report.

B. LEGISLATION REPORT - TRUSTEE NUÑEZ

Thank you to students from RWC and WLB for their articulate and wonderful presentations. On April 5-8 the National School Board Association will be holding its annual National School Board Convention. Valley Stream 24 will be present.

VIII. LIST OF ITEMS FOR ACTION:

A. PERSONNEL – VICE PRESIDENT HERNANDEZ

V.P. Hernandez 1st, to move A1-A5, Trustee Maier 2nd 6,0,0

- 1. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education accepts the irrevocable letter of resignation of Rosa Morales, School Monitor Part-Time, dated March 26, 2024, with the resignation effective February 28, 2024.
- 2. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education hereby appoints Dorann Mannion as a School Monitor Part-Time, effective March 28, 2024 (pending Civil Service clearance). Compensation for this appointment will be Step 1 in accordance with the agreement between the District and the United Public Service Employees Union (UPSEU).

3. **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

Sandra Tangney (effective March 28, 2024)

SUBSTITUTE PART TIME MONITOR

Tina Marino (effective March 28, 2024)

4. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the following persons to serve as election inspectors for the Annual Budget Vote Meeting on May 21, 2024, compensation at the rate of \$225 for the day:

Brooklyn Avenue School

Benny Bejarano Victor Cook

William L. Buck School

Barbara Carroll Sandra A. Lattimore Candida Y. Molina

S. Corona Avenue Firehouse

J. McFarlane

Robert W. Carbonaro School

Lisa G. Allen Danielle Camastro Maria F. Gemma Sy

5. **BE IT RESOLVED**, upon the recommendation of the Superintendent of

Schools, the Board of Education hereby approves the following persons to serve as chief election inspectors for the Annual Budget Vote Meeting on May 21, 2024, compensation at the rate of \$250 for the day:

Harry Anesta Ronald J. Garofalo Mary E. Hansen Sterger Ramsey Jenkins III

V.P. Hernandez 1st, to move A6, Trustee Wheeler 2nd 6,0,0

6. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the irrevocable letter of resignation of Johanne Gaddy, Building Principal, dated March 12, 2024, with the resignation effective close of business June 30, 2024.

V.P. Hernandez 1st, to move A7-A8, Trustee Wilson 2nd 6,0,0

- 7. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the irrevocable letter of resignation for the purpose of retirement of Andrea K. Carra, Classroom Teacher, dated March 7, 2024, with the resignation effective close of business June 30, 2024.
- 8. **BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts the irrevocable letter of resignation for the purpose of retirement of Nancy Jakobsen, Senior Account Clerk, dated March 14, 2024, with the resignation effective close of business June 30, 2024.

B. EDUCATION – TRUSTEE WILSON

Trustee Wilson 1st, to move B1-B2, V.P. 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 02/26/2024, 03/06/2024,

02/05/2024, 3/01/2024, 02/05/2024, 02/07/2024, 02/07/2024 and 02/13/2024, 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 01/31/2024, 01/31/2024, 02/14/2024, 02/06/2024, 02/13/2024, 01/31/2024 for the 2023/2024 School Year and 02/06/2024 for the 2024/2025 School Year, 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 Wheeler 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 January 2024.

D. POLICY - TRUSTEE WHEELER

Trustee Wheeler 1st, to move D1-D2, Trustee Wilson 2nd 6,0,0

- 1. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the following policy for first reading:
 - Policy 5131 Code of Character, Conduct and Support
- 2. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, that the Board of Education reviews and adopts the following revised policy:

Policy 9400 – Board of Education Meetings – Types, Agendas,
 Procedures and Minutes

IX. UNFINISHED BUSINESS, IF ANY:

X. NEW BUSINESS:

Trustee Maier 1st, to move X1-X11, Trustee Wheeler 2nd 6,0,0

- 1. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Jericho UFSD for student health and welfare services for the 2023-2024 school year, and further authorizes the Board President and the Superintendent of Schools to execute the necessary documents to effectuate said Agreement.
- 2. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Garden City UFSD for student health and welfare services for the 2023-2024 school year, and further authorizes the Board President and the Superintendent of Schools to execute the necessary documents to effectuate said Agreement.
- 3. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and Freeport UFSD for student health and welfare services for the 2023-2024 school year, and further authorizes the Superintendent of Schools to execute the necessary documents to effectuate said Agreement.
- 4. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the Agreement between the District and North Merrick UFSD for student health and welfare services for the 2023-2024 school year, and further authorizes the Board President and the Superintendent of Schools 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 White Glove Community Care for student health and welfare services for the 2023-2024 school year, and further authorizes the Board President 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 (Audit Committee) accepts the Single Audit report by R.S. Abrams and the Corrective Action plan for the 2022-2023 school year.
- 7. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board of Education hereby ratifies the Resolution dated February 26, 2024, appointing Rodney Austin to serve as an Impartial Hearing Officer as authorized by District Policy No. 5425.
- 8. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, the Board hereby adopts the Superintendent's Proposed Budget for the 2024- 2025 school year in the amount of \$39,282,476 to be presented to the qualified voters of the District at the Annual Meeting.
- 9. **BE IT RESOLVED,** upon the recommendation of the Superintendent of Schools, that the Board of Education of the Valley Stream UFSD 24 hereby approves the Property Tax Report Card for the 2024-2025 school year and authorizes submission to the State Education Department and publication of the 2024-2025 Property Tax Report Card.
- 10. **BE IT RESOLVED**, that the Board of Education hereby authorizes the placement of the following voter propositions at the annual budget vote & election on May 21, 2024 and directs the District Clerk to place said propositions in the annual notice of said vote & election.

Proposition No. 1

SHALL the proposed budget of expenditures of Valley Stream Union Free School District Twenty-Four, Town of Hempstead, Nassau County New York for the year 2024-2025 be approved in the amount of \$39,282,476 and for the purposes shown in the statement thereof presented at the annual meeting, and that the sum be raised through a levy upon the taxable property in the Valley Stream Union Free School District Twenty-Four, after first deducting the monies from state aid and other sources as

provided by law.

Proposition No. 2

SHALL the proposed budget of expenditures of Valley Stream Central High School District, Nassau County, New York for the year 2024-2025 be approved in the amount of \$161,364,443 and that the sum be raised through a levy upon the taxable property in the Valley Stream Central High School District, after first deducting the monies from state aid and other sources as provided by law.

Proposition No. 3

SHALL the Board of Education be authorized to appropriate and expend the maximum amount of four hundred and twenty-five thousand dollars (\$425,000) from the capital reserve fund for the purpose of completing capital improvements as follows: A/C window unit installations and electrical costs for rooms in the Brooklyn Avenue Elementary School and Robert W. Carbonaro Elementary School.

Proposition No. 4

SHALL the Board of Education be authorized to appropriate and expend the maximum amount of Eight Hundred Thousand Dollars (\$800,000) from the capital reserve fund for the purpose of completing capital improvements as follows: District-wide door hold-open installations & fire alarm upgrades.

Proposition No. 5

SHALL the Valley Stream Central High School District be authorized to appropriate and expend the maximum amount of \$2,550,000 as follows from fund balance for the purpose of completing capital improvements as follows: Renovate current District Maintenance Garage creating a Construction Trades Facility. All of the above to include labor, materials, equipment, apparatus and incidental costs.

Proposition No. 6

SHALL the Board of Education be authorized to appropriate and expend the maximum amount of \$1,156,000 from the Capital Reserve Fund for the purpose of completing capital improvements as follows: Gymnasium window and operating system replacements at Memorial Junior High School, North Junior Senior High School and South Junior Senior High School.

11. **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:

TRANSFER BUDGET CODES OVER \$ 5,000

	BUDGET TRANSFER FOR BOARD APPROVAL		
	DATE: March 27, 2024		
CODE	DESCRIPTION	FROM	то
A1310.16	BUSINESS OFFICE SALARIES	\$16,375.00	10
A1621.406-81	HEATING/COOLING EXPENSE-BAS	410,070.00	\$4,975.00
A1621.406-82	HEATING/COOLING EXPENSE-RWC		\$5,875.00
A1621.406-83	HEATING/COOLING EXPENSE-WLB		\$5,525.00
7.1021.400-00	ULTIMATE POWER, A&I MECHANICAL AND HONEY	WELL-ENERGY	40,020.00
	PERFORMANCE INVOICES	THE ENTERO	
A9010.8	EMPLOYEE RETIREMENT	\$33,000.00	
A1620.406-11	GAS/ELECTRIC-BAS	-	\$21,000.00
A1620.406-12	GAS/ELECTRIC-RWC		\$2,000.00
A1620.406-13	GAS/ELECTRIC-WLB		\$10,000.00
11020.100 10	PSEGLI AND NATIONAL GRID ESTIMATE FOR		410,000.00
	REMAINDER OF 2023-2024		
A9060.85	DENTAL INCLIDANCE	\$32,000.00	
	DENTAL INSURANCE		
A9060.8	HOSP & MED INSURANCE	\$40,000.00	600 000 00
A1620.407-51	SECURITY-BAS		\$29,300.00
A1620.407-52	SECURITY-RWC		\$27,800.00
A1620.407-53	SECURITY-WLB ARROW SECURITY ESTIMATE FOR REMAINDER OF	2023-2024	\$14,900.00
	ARROW SECORITI ESTIMATE FOR REMAINDER OF	2023-2024	
A5581.491	SUMMER SPECIAL ED. TRANSPORTATION	\$12,000.00	
A2330.49	BOCES SUMMER SCHOOL		\$12,000.00
	SUMMER SCHOOL 2023		
A2020.15	BUILDING PRINCIPAL SALARIES	\$1,551.00	
A2110.400-73	COPIER LEASES-RWC	41,001.00	\$1,551.00
72110.400 10	EXTRA COPIES (B/W AND COLOR)		41,001.00
A9060.8	HOSP & MED INSURANCE	\$215.621.45	
A5540.4	TRANSPORTATION EXPENSES	\$215,621.45	\$215.621.45
A004U.4	HIGHER TRANSPORTATION COSTS AND INCREASE	ED RIDERSHIP	\$210,621.40
A9060.8	HOSP & MED INSURANCE	\$ 21,373.00	
A5581.49	BOCES/TRANSP. EXPENSE		\$ 21,373.00
	HIGHER TRANSPORTATION COSTS AND INCREASI	ED RIDERSHIP	
	TOTALS	\$ 371,920.45	\$ 371,920.45

XI. DISCUSSION

XII. AUDIENCE TO VISITORS

XIII. ADJOURNMENT

March 27, 2024 Business Meeting Minutes Page 17

Motion to re-enter Executive Session at 8:20 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 9:47 pm made by Trustee Maier and seconded by Trustee Wilson. Motion unanimously carried.

Motion to adjourn the Business meeting at 9:47 pm by Trustee Maier and seconded by Trustee Wilson. Motion unanimously carried

Respectfully Submitted,

Jennie L. Padilla Jennie L. Padilla District Clerk

MINUTES

BOARD OF EDUCATION

VALLEY STREAM SCHOOL DISTRICT 24

SPECIAL MEETING April 3, 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 Wheeler.

Others Present: Superintendent Karakas, Dr. Austen, Dr. Conte, and Dr. Mitchell.

Absent With Prior Notice: Trustee Wilson

I. Call to Order

Having a quorum, the Special Meeting was called to order at 6:48 pm by President LaRocco at the William L. Buck School. Motion to enter Executive Session at 6:48 pm was made by Trustee Maier and seconded by Vice President Hernandez to discuss Personnel and Contractual Obligations. Motion unanimously carried.

Motion to exit Executive Session at 9:21 pm by Vice President Hernandez and seconded by Trustee Nunez. Motion unanimously carried.

II. Motion to Adjou<u>rn</u>

Motion to adjourn the Special Meeting by Trustee Maier and seconded by Trustee Nunez. Motion unanimously carried.

Special Meeting April 3, 2024 Page 2

Respectfully Submitted,

Jennie L. Padilla

Jennie L. Padilla

District Clerk

Treasurer's Report and Bank Collateral Statements February 28, 2024

Respectfully submitted:

Brian K. Cleary, C.F.A.

Brian K. Cleary, C.P.A.

4/10/2024

Date

Outstanding Checks

Net Wires in Transit Reconciling items

Balance Per Statement

Total

02/28/24

GENERAL FUND

Totals

54,282.61

65,066.51

65,066.51

4,216.93

4,216.93

0.00

12,416,992.41 1,409,900.71 13,826,893.12 (3,682,888.83) **10,144,004.29**

603,304.22 10,747,308.51

10,747,308.51

	JPMorgan Chase Checking	- IDM and	can Chasa Chastrina	NIX	Y Class	Matua	malitan Cammanaial
ash Balance - Beginning	\$ 2,894,949		gan Chase Checking 60,128.68		2,126,436.33	\$	7,335,477.91
dd - Receipts	423,82		947,569.98	Ψ	8,858.36	Ψ	29,645.25
otal	3,318,776		1,007,698.66		2,135,294.69		7,365,123.16
ess - Disbursements	(2,735,910		(946,978.11)		-,,		-
February 28, 2024			60,720.55		2,135,294.69		7,365,123.16
eposits In Transit		-	· -		-		-
utstanding Checks	257,332	2.83	345,971.39		-		-
otal	840,198	3.72	406,691.94		2,135,294.69		7,365,123.16
et Wires in Transit		-					
econciling items		=					
alance Per Statement	\$ 840,198	3.72 \$	406,691.94	\$	2,135,294.69	\$	7,365,123.16
			& AGENCY FUND				
	JPMorgan Chase Payroll	JPMorga	an Chase Scholarship	JPMorgan Cl	nase Student Dept		Totals
ash Balance - Beginning		.00 \$	531.46	\$	780.30	\$	5,182.76
dd - Receipts	1,013,847		1.06		162.14		1,014,010.73
otal	1,017,718		532.52		942.44		1,019,193.49
ess - Disbursements	(1,013,685		-		(312.50)		(1,013,997.60)
ash Balance - End eposits In Transit	4,033	3.43 -	532.52		629.94		5,195.89
utstanding Checks	13,794	1.43	-		502.50		14,296.93
otal	17,827	7.86	532.52		1,132.44		19,492.82
et Wires in Transit econciling items							-
alance Per Statement		'.86 \$	532.52	\$	1,132.44	\$	19,492.82
			- CIAL AID FUND	CAPIT	- FAL FUND		
Balance Per Statement		0.00	- CIAL AID FUND	<u> </u>	TAL FUND	3	19,4
	JPMorgan Chase Checking		n Chase Federal Fund		nase Capital Fund		Totals
ash Balance - Beginning	*	5.57 \$	(19,769.83)	\$	434.44	\$	(18,776.26)
dd - Receipts	50,032		190,068.32		125,069.49		240,100.87
otal	51,026		170,298.49		125,503.93		221,324.61
ess - Disbursements	(45,937		(164,603.20)		(121,287.00)		(210,540.71)
ash Balance - End eposits In Transit	5,088	3.61 -	5,695.29		4,216.93		10,783.90

\$ 22,595.29 \$ 4.

16,900.00

22,595.29

37,382.61

42,471.22

42,471.22 \$

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

02/28/24

COLLATERAL ANALYSIS Bank Statement Balances - end of month			JPMorgan Chase	Metropolitan Commercial **	NY Class
	General Fund - Checking	\$	840,198.72		
	General Fund - NY Class			7,365,123.16	2,135,294.69
	GF Trust & Agency - Checking		406,691.94		
	Trust & Agency - Payroll		17,827.86		
	Trust & Agency - Scholarship		532.52		
	School Lunch Fund		42,471.22		
	Federal Fund		22,595.29		
	Capital Fund		4,216.93		
	Trust & Agency - Student Dept		1,132.44		
		\$	1,335,666.92	\$ 7,365,123.16 \$	2,135,294.69
Less:		_	/=		/=
FDIC - General Fund		\$	(250,000.00)	\$ (7,365,123.16) \$	(250,000.00)
FDIC - Payroll			(17,827.86)	-	-
Bank Balances not covered by FDIC			1,067,839.06	-	1,885,294.69
Required Collateral			1,089,195.84	-	1,923,000.58
Collateral Held by 3rd Party - BNY Mellon			-		
Collateral JPMorgan Chase			(1,107,438.75)		
Collateral Held by NY Class				-	(1,923,000.58)
If this Line balance is negative COLLATE	RAL IS ADEQUATE!	\$	(18,242.91)	\$ - \$	-

^{**} 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 02/22/2024: \$1,997,011.29 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

912810SX7 US Treasury Bonds 20510515 2.37500 3,013,900.00 1,997,061.94

Total Market Value: 1,997,061.94

Total Requirements as of 02/23/2024: \$1,957,049.20 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

91282CFV8 US Treasury Notes 20321115 4.12500 1,980,100.00 1,957,050.40

Total Market Value: 1,957,050.40

Total Requirements as of 02/26/2024: \$1,952,460.06 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

91282CFV8 US Treasury Notes 20321115 4.12500 1,981,500.00 1,952,474.11

Total Market Value: 1,952,474.11

Total Requirements as of 02/27/2024: \$1,952,610.90 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

91282CFV8 US Treasury Notes 20321115 4.12500 1,983,600.00 1,952,683.72

Total Market Value: 1,952,683.72

Total Requirements as of 02/28/2024: \$1,877,063.66 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

91282CDL2 US Treasury Notes 20281130 1.50000 2,132,400.00 1,877,095.08

Total Market Value: 1,877,095.08

Total Requirements as of 02/29/2024: \$1,107,380.26 Margin %: 102.00

CUSIP DESCRIPTION QUANTITY MARKET VALUE

912810RY6 US Treasury Bonds 20470815 2.75000 1,491,500.00 1,107,438.75

Total Market Value: 1,107,438.75



March 31, 2024

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

Board of Education:

During our claims audit procedures conducted in March 2024, we reviewed approximately 232 claims, including 58 Medicare checks, which total \$4,236,43.81, and have noted no instances. We have approved these claims for payment and release, as they were 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 E Associates LLP

Claims Auditors





Valley Stream 24 UFSD Warrant Summary March 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
		6511	6541			,
52	A	6548	6552	53	53	\$ 685,390.65
			Wires			
56	A (MED)	6578	6582	58	58	\$ 225,606.50
36	A (MED)		Wires	36	36	\$ 223,606.30
57	A		Wire	1	1	\$ 1,112,042.65
54	Δ	6553	6577	40	49	\$ 225,962.33
54	A		Wires	49	49	\$ 225,962.33
55	A	1059	1059	1	1	\$ 1,045.00
51	A		Wire	1	1	\$ -
53	A		Wire	1	1	\$ 849,845.36
19	С	1312	1313	2	2	\$ 29,285.59
20	С	1314	1314	1	1	\$ 38.00
20	F	1345	1349	(6	\$ 142,796.82
20	Г		Wire	6	б	\$ 142,796.82
21	F	1350	1350	7	7	\$ 22,771.37
21	Г		Wires	/	/	\$ 22,771.37
12	Н	1103	1103	1	1	\$ 1,423.21
33	T	1886	1891	6	6	\$ 5,490.60
34	T		Wires	17	17	\$ 279,693.13
35	T	1892	1903	12	12	\$ 357,208.81
36	T		Wires	16	16	\$ 297,863.79
			Totals	232	232	\$ 4,236,463.81

- * Checks 6542-6547 were voided by the District subsequent to the printing of the warrant due to a printing error.
- ** Includes wire 241419, which was voided by the District.
- *** Includes check 6482, which was voided by the District.

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 & Associates LLP



Appropriation Status Detail Report By Function From 7/1/2023 To 2/29/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
<u>A 1010.4</u>	BOARD OF ED EXPENSES		15,000.00	0.00	15,000.00	5,983.89	4,542.86	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	6,024.86	4,542.86	5,632.28
<u>A 1040.16</u>	DISTRICT CLERK SALARY		15,810.00	0.00	15,810.00	9,170.86	5,166.64	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	9,420.86	5,166.64	1,722.50
<u>A 1060.4</u>	CONTRACTUAL EXPENSE		13,500.00	0.00	13,500.00	4,624.00	4,025.00	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	4,624.00	4,025.00	4,896.00
10	Consolidated Payroll	**	46,110.00	-55.00	46,055.00	20,069.72	13,734.50	12,250.78
<u>A 1240.15</u>	CENTRAL ADMIN SALARY		245,000.00	-17,601.25	227,398.75	150,000.00	75,000.00	2,398.75
<u>A 1240.16</u>	CENTRAL OFFICE SALARIES		130,188.00	5,701.25	135,889.25	90,173.92	45,715.33	0.00
<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	9,859.37	4,614.61	426.02
<u>A 1240.45</u>	SUPT OFFICE SUPPLIES		2,000.00	555.00	2,555.00	1,828.02	255.09	471.89
1240	CHIEF SCHOOL ADMINISTRATOR	*	383,688.00	-2,945.00	380,743.00	251,861.31	125,585.03	3,296.66
12		**	383,688.00	-2,945.00	380,743.00	251,861.31	125,585.03	3,296.66
<u>A 1310.15</u>	BUSINESS MANAGER SALARY		189,714.00	-700.00	189,014.00	125,795.36	62,897.64	321.00
<u>A 1310.16</u>	BUSINESS OFFICE SALARIES		280,107.00	0.00	280,107.00	167,466.87	77,573.64	35,066.49
<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	7,952.54	942.51	804.95
<u>A 1310.407-1</u>	OFFICE MACHINE REPAIRS		3,500.00	0.00	3,500.00	2,222.86	1,270.70	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	798.58	1,024.68
A 1310.451	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	345,354.85	156,287.59	38,323.56
<u>A 1320.4</u>	AUDITING EXPENSE		72,000.00	43,150.00	115,150.00	50,825.00	64,325.00	0.00
1320	AUDITING	*	72,000.00	43,150.00	115,150.00	50,825.00	64,325.00	0.00
A 1325.16	TREASURER-SALARY		13,655.00	95.00	13,750.00	9,166.72	4,583.28	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	9,166.72	4,583.28	105.00

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Appropriation Status Detail Report By Function From 7/1/2023 To 2/29/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1380.4	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	405,346.57	225,195.87	38,428.56
<u>A 1420.4</u>	ATTORNEY FEES		60,000.00	50,000.00	110,000.00	60,939.50	44,060.50	5,000.00
<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	17,581.08	17,418.92	0.00
1420	LEGAL FEES	*	98,000.00	50,000.00	148,000.00	78,520.58	61,479.42	8,000.00
<u>A 1430.4</u>	PERSONNEL EXPENSES		5,500.00	1,000.00	6,500.00	3,078.25	3,088.00	333.75
<u>A 1430.49</u>	BOCES REG.TEACHER CERTIFICATION	ON	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	11,128.25	3,088.00	333.75
<u>A 1480.4</u>	PUBLIC INFO EXPENSES		17,000.00	-1,000.00	16,000.00	7,575.44	9,516.56	-1,092.00
<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	32,747.84	17,844.16	-1,092.00
14		**	159,000.00	53,050.00	212,050.00	122,396.67	82,411.58	7,241.75
<u>A 1620.16</u>	CUSTODIAL SALARIES		5,105.00	2,052.50	7,157.50	9,117.50	0.00	-1,960.00
<u>A 1620.160-1</u>	CUSTODIAL SALARIES-BAS		227,027.00	-7,125.33	219,901.67	153,402.91	67,604.76	-1,106.00
<u>A 1620.160-2</u>	CUSTODIAL SALARIES-RWC		222,642.00	0.00	222,642.00	157,735.32	65,830.20	-923.52
<u>A 1620.160-3</u>	CUSTODIAL SALARIES-WLB		206,384.00	6,296.80	212,680.80	148,944.24	64,842.56	-1,106.00
<u>A 1620.161-1</u>	CUSTODIAL OVERTIME-BAS		16,000.00	0.00	16,000.00	5,291.92	0.00	10,708.08
<u>A 1620.161-2</u>	CUSTODIAL OVERTIME-RWC		11,000.00	0.00	11,000.00	3,636.15	0.00	7,363.85
<u>A 1620.161-3</u>	CUSTODIAL OVERTIME-WLB		18,000.00	-1,223.97	16,776.03	7,557.16	0.00	9,218.87
<u>A 1620.162-1</u>	SECURITY AIDE SALARY-BAS		31,713.00	8,226.76	39,939.76	28,101.00	13,946.48	-2,107.72
<u>A 1620.162-2</u>	SECURITY AIDE SALARY-RWC		33,984.00	2,262.52	36,246.52	23,655.22	13,946.48	-1,355.18
<u>A 1620.162-3</u>	SECURITY AIDE SALARY-WLB		32,847.00	2,390.76	35,237.76	22,554.93	13,946.48	-1,263.65
<u>A 1620.200-1</u>	EQUIPMENT-BAS		1,250.00	-1,250.00	0.00	0.00	0.00	0.00
<u>A 1620.200-2</u>	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 2/29/2024



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
<u>A 1620.404-2</u>	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	2,000.00	37,000.00	30,855.95	18,144.05	-12,000.00
A 1620.406-12	GAS/ELECTRIC-RWC	28,000.00	0.00	28,000.00	14,694.01	11,084.40	2,221.59
A 1620.406-13	GAS/ELECTRIC-WLB	57,000.00	-2,000.00	55,000.00	36,041.20	25,358.80	-6,400.00
A 1620.406-21	WATER EXPENSES-BAS	5,000.00	0.00	5,000.00	3,673.25	826.75	500.00
A 1620.406-22	WATER EXPENSES-RWC	3,000.00	2,000.00	5,000.00	3,508.67	1,491.33	0.00
A 1620.406-23	WATER EXPENSES-WLB	7,000.00	-2,000.00	5,000.00	2,232.51	1,467.49	1,300.00
A 1620.406-31	TELEPHONE EXPENSES-BAS	10,000.00	0.00	10,000.00	5,043.41	4,956.59	0.00
A 1620.406-32	TELEPHONE EXPENSES-RWC	11,000.00	0.00	11,000.00	6,956.18	4,043.82	0.00
A 1620.406-33	TELEPHONE EXPENSES-WLB	14,000.00	0.00	14,000.00	8,135.45	5,864.55	0.00
A 1620.406-61	CONTRACTUAL ELECTRICAL-BAS	4,000.00	-425.00	3,575.00	1,450.50	1,424.89	699.61
A 1620.406-62	CONTRACTUAL ELECTRICAL-RWC	4,000.00	850.00	4,850.00	3,394.00	1,431.89	24.11
A 1620.406-63	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	7,902.41	5,880.43	3,867.16
A 1620.406-72	PROF & TECH EXPENSE-RWC	14,400.00	-1,750.00	12,650.00	5,607.83	3,990.01	3,052.16
A 1620.406-73	PROF & TECH EXPENSE-WLB	10,500.00	3,500.00	14,000.00	8,002.48	5,780.34	217.18
A 1620.407-21	CLEANING EXPENSES-BAS	5,500.00	0.00	5,500.00	695.78	904.22	3,900.00
A 1620.407-22	CLEANING EXPENSES-RWC	4,000.00	0.00	4,000.00	702.17	897.83	2,400.00
A 1620.407-23	CLEANING EXPENSES-WLB	5,500.00	0.00	5,500.00	1,178.90	536.00	3,785.10
A 1620.407-51	SECURITY-BAS	62,000.00	-750.00	61,250.00	48,598.42	20,187.58	-7,536.00
A 1620.407-52	SECURITY-RWC	63,000.00	-750.00	62,250.00	48,180.15	21,241.85	-7,172.00
A 1620.407-53	SECURITY-WLB	75,000.00	-750.00	74,250.00	47,236.24	32,549.76	-5,536.00
A 1620.457-21	CLEANING SUPPLIES-BAS	16,000.00	0.00	16,000.00	3,146.71	4,978.29	7,875.00
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	4,486.32	6,798.57
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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Appropriation Status Detail Report By Function From 7/1/2023 To 2/29/2024



Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 1620.458-23	UNIFORM SUPPLIES-WLB	1,600.00	0.00	1,600.00	983.92	216.08	400.00
1620	OPERATION MAINT/PLANT *	1,323,502.00	6,780.04	1,330,282.04	861,372.21	427,041.53	41,868.30
<u>A 1621.16</u>	MAINTENANCE SALARIES	214,825.00	2,152.00	216,977.00	144,984.64	71,992.36	0.00
<u>A 1621.161-2</u>	MAINTENANCE OVERTIME SALARIES-RWC	5,000.00	-2,152.00	2,848.00	184.86	0.00	2,663.14
<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
A 1621.283-2	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	910.16	39.84	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	7,667.87	7,287.13	-4,950.00
<u>A 1621.406-82</u>	HEATING/COOLING EXPENSE-RWC	8,000.00	2,005.00	10,005.00	8,993.80	5,331.58	-4,320.38
<u>A 1621.406-83</u>	HEATING/COOLING EXPENSE-WLB	8,500.00	9,040.00	17,540.00	12,277.86	10,743.36	-5,481.22
<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
<u>A 1621.407-3</u>	SITE WORK	67,000.00	0.00	67,000.00	54,482.19	4,316.14	8,201.67
<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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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
<u>A 1621.450-1</u>	MATERIAL & SUPPLIES-BAS	5,000.00	1,500.00	6,500.00	2,602.32	1,898.87	1,998.81
A 1621.450-2	MATERIAL & SUPPLIES-RWC	5,000.00	2,900.00	7,900.00	4,601.04	1,444.78	1,854.18
<u>A 1621.450-3</u>	MATERIAL & SUPPLIES-WLB	5,000.00	1,500.00	6,500.00	3,011.54	1,236.81	2,251.65
<u>A 1621.456-51</u>	ELEC/MAINTENANCE-BAS	3,100.00	0.00	3,100.00	126.71	223.29	2,750.00
<u>A 1621.456-52</u>	ELEC/MAINTENANCE-RWC	2,950.00	0.00	2,950.00	684.83	165.17	2,100.00
<u>A 1621.456-53</u>	ELEC/MAINTENANCE-WLB	2,950.00	0.00	2,950.00	178.99	171.01	2,600.00
<u>A 1621.456-61</u>	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
<u>A 1621.456-81</u>	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
<u>A 1621.456-83</u>	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
<u>A 1621.456-92</u>	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
<u>A 1621.457-02</u>	REPAIRS-GENERAL-RWC	5,000.00	-1,550.00	3,450.00	691.97	276.15	2,481.88
A 1621.457-03	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
<u>A 1621.457-62</u>	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	167.47	182.53	650.00
<u>A 1621.457-71</u>	CARPENTRY-BAS	2,750.00	0.00	2,750.00	835.97	1,341.63	572.40
<u>A 1621.457-72</u>	CARPENTRY-RWC	2,650.00	0.00	2,650.00	884.11	1,304.98	460.91
<u>A 1621.457-73</u>	CARPENTRY-WLB	2,600.00	0.00	2,600.00	547.93	1,629.67	422.40
<u>A 1621.457-81</u>	GLAZING-BAS	300.00	0.00	300.00	100.66	99.34	100.00
<u>A 1621.457-82</u>	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
<u>A 1621.457-91</u>	PAINTING-BAS	1,000.00	0.00	1,000.00	117.88	182.12	700.00
<u>A 1621.457-92</u>	PAINTING-RWC	1,000.00	0.00	1,000.00	701.08	298.92	0.00
<u>A 1621.457-93</u>	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
<u>A 1621.458-02</u>	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
A 1621.458-32	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	272,941.66	118,706.87	61,686.47
<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	2,994.10	2,747.30	0.00
A 1670.401	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	10,018.08	8,045.06	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
A 1680.490-1	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	1,265,945.05	597,180.36	107,533.03
<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		***	3,526,962.00	531,531.44	4,058,493.44	2,825,988.55	1,056,901.11	175,603.78
A 2010.15	CURRICULUM-PROFESSIONAL SALAF	RIES	0.00	0.00	0.00	0.00	0.00	0.00
A 2010.150	ASSISTANT SUPERINTENDENT		193,214.00	0.00	193,214.00	128,740.80	64,370.20	103.00
A 2010.16	CURRICULUM SALARIES		12,000.00	-12,000.00	0.00	0.00	0.00	0.00
<u>A 2010.200</u>	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
A 2010.45	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	-500.00	4,500.00	1,530.00	470.00	2,500.00
<u>A 2010.49</u>	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	-12,398.18 -23,855.33	269,315.82 300,191.67	177,196.65 183,842.19	83,506.16 96,203.08	8,613.01 20,146.40
A 2020.150-1	BUILDING PRINCIPALS SALARIES-BAS	185,620.00	938.00	186,558.00	124,372.00	62,186.00	0.00
A 2020.150-2	BUILDING PRINCIPALS SALARIES-RWC	164,970.00	0.00	164,970.00	109,978.72	54,989.28	2.00
A 2020.150-3	BUILDING PRINCIPALS SALARIES-WLB	151,898.00	-938.00	150,960.00	100,572.00	50,286.00	102.00
A 2020.160-1	BUILDG OFFICE SALARIES-BAS	44,051.00	6,824.00	50,875.00	33,500.96	17,374.04	0.00
A 2020.160-2	BUILDG OFFICE SALARIES-RWC	59,019.00	8,922.00	67,941.00	44,644.64	23,296.36	0.00
A 2020.160-3	BUILDG OFFICE SALARIES-WLB	46,319.00	8,109.33	54,428.33	36,215.62	18,212.71	0.00
A 2020.4	SUPERVISION EXPENSES	1,000.00	3,500.00	4,500.00	3,135.45	444.39	920.16
A 2020.401	SUPERVISION-BAS	200.00	0.00	200.00	0.00	0.00	200.00
A 2020.401-97	SUPERVISION-P/C-BAS	500.00	0.00	500.00	81.69	418.31	0.00
<u>A 2020.402</u>	SUPERVISION-WLB	200.00	-200.00	0.00	0.00	0.00	0.00
A 2020.402-97	SUPERVISION-P/C-WLB	300.00	200.00	500.00	111.82	188.18	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
A 2020.451	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	4,896.00	1,104.00	0.00
A 2020.451-20	OFFICE PAPER-WLB	7,000.00	0.00	7,000.00	4,080.00	1,920.00	1,000.00
A 2020.451-30	OFFICE PAPER-RWC	8,500.00	0.00	8,500.00	6,120.00	2,265.00	115.00
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	653,022.27	329,387.35	23,785.56
<u>A 2060.15</u>	INSTRUCTIONAL SALARIE	30,000.00	0.00	30,000.00	18,473.44	11,526.56	0.00
2060	RESEARCH PLAN/EVAL *	30,000.00	0.00	30,000.00	18,473.44	11,526.56	0.00
<u>A 2070.40</u>	INSERV TRAINING	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
<u>A 2070.41</u>	INSERVICE TRNG-BAS	500.00	0.00	500.00	0.00	0.00	500.00
A 2070.42	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
<u>A 2070.44</u>	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	252.52	60.00	9,687.48
<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	11,002.72	14,784.80	12,712.48
20	Group Insurance **	1,352,138.00	-8,127.00	1,344,011.00	859,695.08	439,204.87	45,111.05
<u>A 2110.12</u>	TEACHERS 1-6 SALARIES	695,198.00	-454,884.00	240,314.00	120,157.08	120,156.92	0.00
<u>A 2110.120-1</u>	TEACHERS 1-6 SALARIES-BAS	2,320,026.00	-200,000.00	2,120,026.00	1,081,489.30	999,010.03	39,526.67
<u>A 2110.120-2</u>	TEACHERS 1-6 SALARIES-RWC	2,771,555.00	-446,935.60	2,324,619.40	1,177,042.77	1,041,376.31	106,200.32
A 2110.120-3	TEACHERS 1-6 SALARIES-WLB	2,112,242.00	8,814.00	2,121,056.00	1,098,000.56	1,022,907.12	148.32
<u>A 2110.121</u>	KINDERGARTEN TEACHERS SALARIES	75,262.00	-19,800.00	55,462.00	0.00	0.00	55,462.00
<u>A 2110.121-1</u>	KINDERGARTEN TEACHERS SALARIES-BAS	188,532.00	8,438.00	196,970.00	98,484.96	98,485.04	0.00
<u>A 2110.121-2</u>	KINDERGARTEN TEACHERS SALARIES- RWC	204,384.00	148,192.00	352,576.00	176,288.16	176,287.84	0.00
<u>A 2110.121-3</u>	KINDERGARTEN TEACHERS SALARIES- WLB	155,788.00	12,351.00	168,139.00	84,913.32	88,288.68	-5,063.00
<u>A 2110.123</u>	AFTER SCHOOL PROGRAMS	0.00	10,757.00	10,757.00	6,454.20	4,302.80	0.00
<u>A 2110.123-1</u>	AFTER SCHOOL PROGRAMS-BAS	6,650.00	0.00	6,650.00	3,959.32	2,639.68	51.00
<u>A 2110.123-2</u>	AFTER SCHOOL PROGRAMS-RWC	6,700.00	0.00	6,700.00	4,068.88	2,454.88	176.24
A 2110.123-3	AFTER SCHOOL PROGRAMS-WLB	6,650.00	867.69	7,517.69	4,854.15	2,925.18	-261.64
<u>A 2110.124-1</u>	SUPPORT SERVICES SALARIES-BAS	400,000.00	-11,624.69	388,375.31	206,361.74	154,516.96	27,496.61
<u>A 2110.124-2</u>	SUPPORT SERVICES SALARIES-RWC	410,849.00	0.00	410,849.00	187,914.00	187,914.00	35,021.00
<u>A 2110.124-3</u>	SUPPORT SERVICES SALARIES-WLB	410,000.00	-168,981.00	241,019.00	109,917.96	109,918.04	21,183.00
<u>A 2110.129-1</u>	EXTRA DUTIES/SERVICES-BAS	15,000.00	0.00	15,000.00	13,670.01	0.00	1,329.99
<u>A 2110.129-2</u>	EXTRA DUTIES/SERVICES-RWC	10,000.00	0.00	10,000.00	10,722.16	327.60	-1,049.76
<u>A 2110.129-3</u>	EXTRA DUTIES/SERVICES-WLB	25,000.00	0.00	25,000.00	6,490.31	0.00	18,509.69
<u>A 2110.140-1</u>	SUB TEACHERS SALARIES-BAS	50,000.00	0.00	50,000.00	38,417.50	0.00	11,582.50
<u>A 2110.140-2</u>	SUB TEACHERS SALARIES-RWC	50,000.00	0.00	50,000.00	39,090.00	0.00	10,910.00
<u>A 2110.140-3</u>	SUB TEACHERS SALARIES-WLB	115,000.00	0.00	115,000.00	35,967.50	0.00	79,032.50
A 2110.160-1	LCH/CRM/CPY AIDES-BAS	209,672.00	0.00	209,672.00	125,401.30	54,307.95	29,962.75
A 2110.160-2	LCH/CRM/CPY AIDES-RWC	146,423.00	0.00	146,423.00	120,221.00	40,371.20	-14,169.20
<u>A 2110.160-3</u>	LCH/CRM/CPY AIDES-WLB	177,302.00	-12,880.04	164,421.96	99,421.34	26,424.72	38,575.90
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	14,488.35	10,430.64	81.01
A 2110.400-72	COPIER LEASES-WLB	38,000.00	-3,541.40	34,458.60	17,824.68	16,633.68	0.24
<u>A 2110.400-73</u>	COPIER LEASES-RWC	17,000.00	3,500.00	20,500.00	14,580.73	5,675.75	243.52

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Account	Description	Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
A 2110.402-4	SOCIAL STUDIES	2,900.00	0.00	2,900.00	0.00	0.00	2,900.00
A 2110.402-71	ART-BAS	250.00	0.00	250.00	0.00	0.00	250.00
<u>A 2110.402-72</u>	ART-RWC	250.00	0.00	250.00	0.00	0.00	250.00
<u>A 2110.402-73</u>	ART-WLB	200.00	0.00	200.00	0.00	0.00	200.00
A 2110.402-81	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	283.04	216.96
A 2110.450-1	BAS-GENERAL INSTR SUPPLIES	10,000.00	0.00	10,000.00	5,432.62	212.30	4,355.08
<u>A 2110.450-2</u>	WLB-GENERAL INSTR SUPPLIES	10,000.00	228.59	10,228.59	5,490.36	0.00	4,738.23
<u>A 2110.450-3</u>	RWC-GENERAL INSTR SUPPLIES	16,000.00	-1,080.13	14,919.87	10,602.04	646.91	3,670.92
A 2110.450-4	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
A 2110.451-02	WLB-KINDERGARTEN	1,500.00	0.00	1,500.00	1,146.72	39.98	313.30
<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	578.83	0.00
A 2110.452-42	READING SUPPLIES-WLB	2,000.00	0.00	2,000.00	761.11	0.00	1,238.89

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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	913.00	0.20
A 2110.452-81	SCIENCE-BAS	1,200.00	0.00	1,200.00	0.00	55.58	1,144.42
A 2110.452-82	SCIENCE-RWC	1,200.00	0.00	1,200.00	218.89	55.58	925.53
A 2110.452-83	SCIENCE-WLB	1,200.00	0.00	1,200.00	759.69	85.57	354.74
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	1,145.20	154.80
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
A 2110.453-81	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
<u>A 2110.455-03</u>	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
<u>A 2110.473</u>	CHARTER SCHOOL TUITION	48,000.00	87,762.00	135,762.00	82,965.70	52,796.29	0.01
<u>A 2110.48</u>	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
<u>A 2110.480-2</u>	WLB TEXTBOOKS	8,800.00	0.00	8,800.00	4,446.54	1,010.61	3,342.85
<u>A 2110.480-3</u>	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
<u>A 2110.482-42</u>	READING/SUPPORT TEXTBOOKS WLB	2,500.00	0.00	2,500.00	618.20	0.00	1,881.80
<u>A 2110.482-43</u>	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
<u>A 2110.49</u>	BOCES SERVICES	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00
<u>A 2110.492-9</u>	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	-1,027,793.90	10,024,039.10	5,125,808.70	4,292,986.80	605,243.60
21	New York State Income Tax **	11,051,833.00	-1,027,793.90	10,024,039.10	5,125,808.70	4,292,986.80	605,243.60
<u>A 2250.150-1</u>	RR/SPEECH/CID SALARIES-BAS	275,000.00	0.00	275,000.00	133,385.21	137,247.28	4,367.51
<u>A 2250.150-2</u>	RR/SPEECH/CID SALARIES-RWC	700,000.00	0.00	700,000.00	286,043.20	197,909.96	216,046.84
<u>A 2250.150-3</u>	RR/SPEECH/CID SALARIES-WLB	637,354.00	0.00	637,354.00	237,266.06	230,541.00	169,546.94
<u>A 2250.151</u>	INCLUSION TEACHERS SALARIES	0.00	91,554.00	91,554.00	45,980.42	46,794.08	-1,220.50
<u>A 2250.151-1</u>	INCLUSION TEACHERS SALARIES-BAS	510,000.00	0.00	510,000.00	211,139.04	211,657.56	87,203.40
<u>A 2250.151-2</u>	INCLUSION TEACHERS SALARIES-RWC	513,542.00	618,937.60	1,132,479.60	590,764.00	541,715.60	0.00
<u>A 2250.151-3</u>	INCLUSION TEACHERS SALARIES-WLB	0.00	169,254.00	169,254.00	84,627.00	84,627.00	0.00
<u>A 2250.152</u>	SUMMER SPECIAL EDUCATION SALARIES	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
<u>A 2250.16</u>	CSE OFFICE SALARIES	134,145.00	0.00	134,145.00	89,227.06	41,880.94	3,037.00
<u>A 2250.160-2</u>	CSE CLASSROOM AIDES-RWC	0.00	600.00	600.00	600.00	0.00	0.00
<u>A 2250.161</u>	INCLUSION AIDES SALARIES	70,000.00	-9,752.53	60,247.47	28,403.78	22,825.19	9,018.50
<u>A 2250.161-1</u>	INCLUSION AIDES SALARIES-BAS	40,000.00	9,152.53	49,152.53	26,266.39	11,141.71	11,744.43
A 2250.161-2	INCLUSION AIDES SALARIES-RWC	165,000.00	0.00	165,000.00	81,007.42	63,849.22	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	70,187.81	69,012.54	36,292.65
<u>A 2250.2</u>	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	11,168.62	28,510.68	8,620.70
<u>A 2250.400-1</u>	Copy Machine Lease Service		6,000.00	0.00	6,000.00	4,584.40	1,415.60	0.00
<u>A 2250.400-3</u>	SPECIAL ED RELATED SERVICES		300,000.00	-35,000.00	265,000.00	77,357.05	181,983.95	5,659.00
A 2250.403-97	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	3,857.24	218.67	924.09
<u>A 2250.451</u>	OFFICE PAPER-CSE		500.00	0.00	500.00	0.00	0.00	500.00
<u>A 2250.453-41</u>	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
<u>A 2250.453-61</u>	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	267.69	382.31
<u>A 2250.453-72</u>	CID SUPPLIES-RWC		660.00	0.00	660.00	206.17	0.00	453.83
<u>A 2250.453-73</u>	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	363,023.70	959,276.30	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
<u>A 2250.490</u>	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	3,573,515.09	4,969,263.93	646,808.58
22	Federal Income Tax	**	8,334,169.00	855,418.60	9,189,587.60	3,573,515.09	4,969,263.93	646,808.58
<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
<u>A 2610.150-1</u>	LIBRARY SALARIES-BAS		85,416.00	4,884.00	90,300.00	45,150.00	45,150.00	0.00
<u>A 2610.150-2</u>	LIBRARY SALARIES-RWC		74,381.00	4,286.00	78,667.00	39,242.14	42,352.36	-2,927.50
<u>A 2610.150-3</u>	LIBRARY SALARIES-WLB		145,530.00	-9,170.00	136,360.00	67,721.52	67,721.48	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	1,032.37	189.11	0.00

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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	650.88	39.11
<u>A 2610.452</u>	LIBRARY BOOKS-RWC		7,000.00	1,572.00	8,572.00	7,547.83	349.65	674.52
<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	191,760.30	171,060.31	2,306.39
<u>A 2630.12</u>	COMPUTER SALARY		259,327.00	0.00	259,327.00	130,537.00	128,300.50	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	9,735.22	344.66	2,920.12
<u>A 2630.45</u>	COMPUTER SUPPLIES		25,000.00	0.00	25,000.00	21,231.44	500.00	3,268.56
<u>A 2630.46</u>	COMPUTER SOFTWARE		35,000.00	13,272.00	48,272.00	26,225.44	0.00	22,046.56
<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	346,252.28	242,003.86	36,906.37
26	Social Security Tax	**	984,454.00	5,835.51	990,289.51	538,012.58	413,064.17	39,212.76
<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	35,612.04	35,611.96	0.00
<u>A 2815.160-1</u>	SCHOOL NURSES SALARIES-BAS		68,129.00	-5,354.50	62,774.50	31,262.04	31,512.46	0.00
<u>A 2815.160-2</u>	SCHOOL NURSES SALARIES-RWC		84,381.00	-11,773.00	72,608.00	36,303.96	36,304.04	0.00
<u>A 2815.160-3</u>	SCHOOL NURSES SALARIES-WLB		66,035.00	-3,093.00	62,942.00	37,765.20	25,176.80	0.00
<u>A 2815.4</u>	HEALTH SERVICES EXPENSES		50,000.00	24,045.50	74,045.50	31,108.62	32,585.29	10,351.59
<u>A 2815.450-1</u>	HEALTH SERVICE SUPPLIES-BAS		2,900.00	0.00	2,900.00	1,786.13	560.84	553.03
<u>A 2815.450-2</u>	HEALTH SERVICE SUPPLIES-RWC		2,900.00	0.00	2,900.00	2,625.64	0.00	274.36
<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
A 2815.452-51	DIAGNOSTIC SCREEN SUPPLIES-BA	AS	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'	WC	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	51,100.00	71,100.00	27,160.84	43,939.16	0.00
2815	HEALTH SERVICES	*	366,694.00	75,200.00	441,894.00	209,366.26	205,690.55	26,837.19

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Appropriation Status Detail Report By Function From 7/1/2023 To 2/29/2024



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	62,279.52	62,279.48	904.00
<u>A 2820.151-72</u>	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-RWC		124,384.00	0.00	124,384.00	61,779.48	61,779.52	825.00
A 2820.151-73	INSTRUCTIONAL SALARIES- PSYCHOLOGIST-WLB		205,882.00	0.00	205,882.00	111,070.80	93,381.20	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
<u>A 2820.455-0</u>	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	235,918.80	217,440.20	7,220.00
<u>A 2825.150-1</u>	SOCIAL WORKER SALARIES-BAS		140,617.00	0.00	140,617.00	66,877.27	66,717.73	7,022.00
<u>A 2825.150-2</u>	SOCIAL WORKER SALARIES-RWC		139,480.00	0.00	139,480.00	67,352.78	67,368.92	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	134,427.87	134,086.65	12,282.48
28	New York City Income Tax	**	1,126,070.00	75,200.00	1,201,270.00	579,712.93	575,217.40	46,339.67
2		***	22,899,664.00	-99,050.14	22,800,613.86	10,677,161.03	10,739,912.17	1,383,540.66
<u>A 5540.4</u>	TRANSPORTATION EXPENSES		1,404,000.00	90,000.00	1,494,000.00	852,756.28	638,533.31	2,710.41
<u>A 5540.405</u>	TRANSPORT/SCHOOL TRIP		12,000.00	19,800.00	31,800.00	1,307.29	10,692.71	19,800.00
5540	CONTRACTED TRANSPORTATION	*	1,416,000.00	109,800.00	1,525,800.00	854,063.57	649,226.02	22,510.41
<u>A 5581.49</u>	BOCES/TRANSP. EXPENSE		280,800.00	0.00	280,800.00	120,869.20	159,930.80	0.00
<u>A 5581.491</u>	SUMMER SPECIAL ED. TRANSPORT	ATION	12,000.00	0.00	12,000.00	0.00	0.00	12,000.00
5581	TRANS. BOCES	*	292,800.00	0.00	292,800.00	120,869.20	159,930.80	12,000.00
55		**	1,708,800.00	109,800.00	1,818,600.00	974,932.77	809,156.82	34,510.41
5		***	1,708,800.00	109,800.00	1,818,600.00	974,932.77	809,156.82	34,510.41
<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 2/29/2024



Account	Description		Budget	Adjustments	Adj. Budget	Expensed	Encumbered	Available
80		**	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
8		***	1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
A 9010.8	EMPLOYEE RETIREMENT		438,176.00	0.00	438,176.00	307,936.00	0.00	130,240.00
9010	EMP. RETIREMENT SYSTEM	*	438,176.00	0.00	438,176.00	307,936.00	0.00	130,240.00
A 9020.8	TEACHERS RETIREMENT		1,596,633.00	0.00	1,596,633.00	0.00	0.00	1,596,633.00
9020	TEACHERS RETIRE. SYSTEM	*	1,596,633.00	0.00	1,596,633.00	0.00	0.00	1,596,633.00
A 9030.8	SOCIAL SECURITY		1,373,896.00	0.00	1,373,896.00	720,622.53	0.00	653,273.47
9030	FICA	*	1,373,896.00	0.00	1,373,896.00	720,622.53	0.00	653,273.47
A 9040.8	WORKERS COMP		97,853.00	0.00	97,853.00	97,853.00	0.00	0.00
9040	WORKMEN'S COMPENSATION	*	97,853.00	0.00	97,853.00	97,853.00	0.00	0.00
A 9050.8	UNEMPLOYMENT INSURANCE		25,000.00	0.00	25,000.00	6,555.23	13,444.77	5,000.00
9050	UNEMPLOYMENT	*	25,000.00	0.00	25,000.00	6,555.23	13,444.77	5,000.00
A 9060.8	HOSP & MED INSUR		4,706,148.00	-65,135.00	4,641,013.00	2,097,623.72	0.00	2,543,389.28
A 9060.85	DENTAL INSURANCE		199,400.00	-8,000.00	191,400.00	87,300.00	0.00	104,100.00
9060	HEALTH INSURANCE	*	4,905,548.00	-73,135.00	4,832,413.00	2,184,923.72	0.00	2,647,489.28
A 9089.15	ACCUM LEAVE		0.00	0.00	0.00	40,469.75	0.00	-40,469.75
9089	OTHER	*	0.00	0.00	0.00	40,469.75	0.00	-40,469.75
90		**	8,437,106.00	-73,135.00	8,363,971.00	3,358,360.23	13,444.77	4,992,166.00
A 9710.6	PRINCIPAL ON INDEBTED		319,928.00	0.00	319,928.00	240,598.61	79,329.26	0.13
A 9710.7	INTEREST ON INDEBTEDN		75,549.00	0.00	75,549.00	39,934.71	35,613.70	0.59
9710	DEBT SERVICE-SERIAL BONDS	*	395,477.00	0.00	395,477.00	280,533.32	114,942.96	0.72
97	Endowment, Scholarship and Gift Fund	**	395,477.00	0.00	395,477.00	280,533.32	114,942.96	0.72
A 9901.93	TRANSFER TO SCHOOL FOOD		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
A 9901.95	TRANSFER TO SPECIAL AID		40,000.00	0.00	40,000.00	0.00	0.00	40,000.00
9901	TRANSFER TO SPECIAL AID	*	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
99		**	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
9		***	8,882,583.00	-73,135.00	8,809,448.00	3,638,893.55	128,387.73	5,042,166.72
	Fund ATotals:		37,019,209.00	469,146.30	37,488,355.30	18,116,975.90	12,734,357.83	6,637,021.57
	Grand Totals:		37,019,209.00	469,146.30	37,488,355.30	18,116,975.90	12,734,357.83	6,637,021.57

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Revenue Status Report By Function From 7/1/2023 To 2/29/2024



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	317,066.09	-197,066.09
<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 2701</u>	REFUNDS OF PRIOR YR EXP-BOCES ONLY	0.00	0.00	0.00	185,121.40	-185,121.40
<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
A 3101.E	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	1,767,279.61	-1,767,279.61
<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	57,445.73	-57,445.73
	A Totals:	36,119,209.00	0.00	36,119,209.00	3,879,401.62	32,239,807.38
<u>C 1440</u>	SALE OF LUNCHES	0.00	0.00	0.00	13,333.75	-13,333.75
<u>C 2401</u>	INTEREST & EARNINGS	0.00	0.00	0.00	402.56	-402.56
<u>C 2770</u>	MISCELLANEOUS REVENUES	0.00	0.00	0.00	1,053.00	-1,053.00
<u>C 3190</u>	STATE AID REIMBURSEMENT LUNCH	0.00	0.00	0.00	45,649.00	-45,649.00
<u>C 3191</u>	STATE AID REIMB. BREAKFAST	0.00	0.00	0.00	5,405.00	-5,405.00
<u>C 4190</u>	FEDERAL AID - LUNCH	0.00	0.00	0.00	100,632.00	-100,632.00
<u>C 4191</u>	FEDERAL AID - BREAKFAST	0.00	0.00	0.00	11,625.00	-11,625.00
	C Totals:	0.00	0.00	0.00	178,100.31	-178,100.31
CM 2401	SCHOLARSHIP FUND - INT & EARNINGS	0.00	0.00	0.00	8.73	-8.73
	CM Totals:	0.00	0.00	0.00	8.73	-8.73
<u>F 2401</u>	INTEREST & EARNINGS	0.00	0.00	0.00	404.05	-404.05
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 04/11/2024 10:56 AM	UPK STATE ONLY GRANT - 2023-24 - 5870-24-	112,712.00	0.00	112,712.00	56,356.00	56,356.00 Page 1/2

Revenue Status Report By Function From 7/1/2023 To 2/29/2024



Account	Description	Budget	Adjustments	Revised Budget	Revenue Earned	Unearned Revenue
	0409					
F 4289.00.21.5891	CRRSA-ESSER 2 - 03/13/20-09/30/23 - 5891-21- 1565	0.00	0.00	0.00	5,881.00	-5,881.00
F 4289.00.21.5896	CRRSA-GEER 2 - 03/13/20-09/30/23 - 5896-21- 1565	0.00	0.00	0.00	7,313.00	-7,313.00
F 4289.02.24.0032	SEC 611 - 0032-24-0433 - 2023-2024	359,398.00	0.00	359,398.00	71,879.00	287,519.00
F 4289.03.24.0033	SEC 619 - 0033-24-0433 - 2023-2024	16,972.00	0.00	16,972.00	3,394.00	13,578.00
F 4289.07.24.0021	TITLE IA - 2023-24 - 0021-24-1565	151,969.00	0.00	151,969.00	30,393.00	121,576.00
F 4289.08.24.0147	TITLE IIA - 2023-24 - 0147-24-1565	25,846.00	0.00	25,846.00	5,169.00	20,677.00
F 4289.09.23.0293	TITLE IIIA ELL - 2022-23 - 0293-23-1565	0.00	3,249.00	3,249.00	0.00	3,249.00
F 4289.09.24.0293	TITLE IIIA ELL - 2023-24 - 0293-24-1565	16,307.00	0.00	16,307.00	3,261.00	13,046.00
F 4289.13.24.0204	TITLE IV A - 2023-24 - 0204-24-1565	10,596.00	0.00	10,596.00	2,119.00	8,477.00
F 4289.14.24.0011	TITLE I SCHOOL IMPROVEMENT (TSI) - 2023-24 - 0011-24-3144	100,000.00	0.00	100,000.00	20,000.00	80,000.00
F 4289.19.21.5219	ARP-HCY (ARP HOMELESS II SLR) - 5219-21- 1565 - 2020-2024	589.00	0.00	589.00	117.00	472.00
F 4289.32.22.5532	ARP SEC 611 - 5532-22-0433 - 2021-2023	0.00	0.00	0.00	59,093.00	-59,093.00
F 4289.33.22.5533	ARP SEC 619 - 5533-22-0433 - 2021-2023	0.00	0.00	0.00	4,827.00	-4,827.00
	F Totals:	1,095,109.00	3,249.00	1,098,358.00	331,426.55	766,931.45
H 2401	INTEREST & EARNINGS	0.00	0.00	0.00	186.67	-186.67
	H Totals:	0.00	0.00	0.00	186.67	-186.67
	Grand Totals:	37,214,318.00	3,249.00	37,217,567.00	4,389,123.88	32,828,443.12

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Trial Balance Report From 7/1/2023 - 2/29/2024



Account	Description	Debits	Credits
A 200G	NY CLASS	2,135,294.69	0.00
A 200H	METROPOLITAN COMMERCIAL BANK	7,365,123.16	0.00
A 203	CASH CHECKING-CHASE	582,865.89	0.00
A 204	CASH CHECKING-CHASE - TA	60,720.55	0.00
A 204A	CASH STUDENT DEPOSIT	629.94	0.00
A 204B	CASH - NET PAYROLL	4,033.43	0.00
A 250	TAXES RECEIVABLE	0.00	25,555,854.79
A 380	ACCOUNTS RECEIVABLE	1,534.50	0.00
A 391C	DUE FROM CAFETERIA FUND	231,667.94	0.00
A 391F	DUE FROM FEDERAL FUND	1,266,495.87	0.00
A 391H	DUE FROM CAPITAL FUND	400,000.00	0.00
A 410	STATE AID RECEIVABLE	86,098.00	0.00
A 440	DUE FROM OTHER GOVTS	91,415.97	0.00
A 510	ESTIMATED REVENUES	36,119,209.00	0.00
A 521	ENCUMBRANCES	12,734,357.83	0.00
A 522	APPROPRIATION EXPENSES	18,116,975.90	0.00
A 599	APPROPRIATED FUND BAL	1,369,146.30	0.00
A 600	ACCOUNTS PAYABLE	0.00	18,525.54
A 601	ACCRUED LIABILITIES	0.00	6,558.04
x 630	DUE TO OTHER FUNDS	0.00	642.93
A 630C	DUE TO CAFETERIA FUND	0.00	211,146.66
A 630F	DUE TO FEDERAL FUND	0.00	1,076.50
A 630H	DUE TO CAPITAL FUND	0.00	133,083.01
A 631	DUE TO HIGH SCHOOL DIST	12,171,765.90	0.00
A 632	DUE TO TEACHERS RETIREMT	0.00	1,752,463.55
A 637	DUE TO ERS	0.00	110,406.00
A 687	COMPENSATED ABSENCES	0.00	40,469.75
A 691	DEFERRED REVENUE	0.00	1,534.50
A 718	STATE RETIREMENT	0.00	5,173.70
A 718.1	STATE RETIREMENT - ERS LOAN	0.00	2,258.00
٦ 718.3	STATE RETIREMENT - ERS ARREARS	0.00	28.70
A 720.1	GROUP INSURANCE - HOSPITALIZATION	0.00	3,224.24
A 720.2	GROUP INSURANCE - DENTAL	0.00	25.00
A 726	SOCIAL SECURITY TAXES	543.14	0.00
A 738	STUDENT DEPOSITS	0.00	415.82
A 815	RESERVE FOR UNEMPLOYMENT	0.00	23,966.47
\ 821	RESERVE FOR ENCUMBRANCES	0.00	12,734,357.83
\ 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
x 867	RES FOR ACCR LIAB & EMP BENE	0.00	1,316,888.48
878	CAPITAL RESERVE	0.00	1,662,307.40
A 909	FUND BALANCE	0.00	1,943,479.00
A 910	APPROPRIATED FUND BALANCE	0.00	900,000.00
A 960	APPROPRIATIONS	0.00	37,488,355.30

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Trial Balance Report From 7/1/2023 - 2/29/2024



Account	Description	Debits	Credits
A 980	REVENUES	0.00	3,879,401.62
	A Fund Totals:	92,737,878.01	92,737,878.01
C 203	CASH CHECKING-CHASE	5,088.61	0.00
C 391	DUE FROM GENERAL FUND	211,146.66	0.00
C 521	ENCUMBRANCES	134,017.71	0.00
C 522	EXPENDITURES	226,663.86	0.00
C 599	APPROPRIATED FUND BALANCE	363,500.00	0.00
C 630	DUE TO OTHER FUNDS	0.00	231,667.94
C 691	DEFERRED REVENUE	0.00	26,273.02
821	RESERVE FOR ENCUMBRANCES	0.00	134,017.71
909	FUND BALANCE, UNRESERVED	0.00	6,857.86
960	APPROPRIATIONS	0.00	363,500.00
980	REVENUES	0.00	178,100.31
	C Fund Totals:	940,416.84	940,416.84
CM 200.1	CASH - SCHOLARSHIP CHECKING	532.52	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	8.73
203	CM Fund Totals: CASH CHECKING-CHASE	1,175.45 5,695.29	1,175.45 0.00
391	DUE FROM GENERAL FUND	1,076.50	0.00
410	STATE & FEDERAL AID RECEIVABLE	274,217.36	0.00
510	ESTIMATED REVENUE		0.00
510	ENCUMBRANCES	1,098,358.00 736,521.00	0.00
522	EXPENDITURES	1,378,731.77	0.00
599	APPROPRIATED FUND BALANCE		0.00
600	ACCOUNTS PAYABLE	1,674,032.84 0.00	780.00
630	DUE TO GENERAL FUND	0.00	1,266,495.87
691	COLLECTIONS IN ADVANCE	0.00	61,018.50
960	RESERVE FOR ENCUMBRANCES APPROPRIATIONS	0.00	736,521.00
980			2,772,390.84
900	REVENUES Found Totals	0.00	331,426.55
203	F Fund Totals: CASH CHECKING-CHASE	5,168,632.76 4,216.93	5,168,632.76
391	DUE FROM GENERAL FUND	133,083.01	0.00
410	STATE & FEDERAL AID RECEIVABLE	477,367.00	0.00
I 521	ENCUMBRANCES	84,924.77	0.00
1521	EXPENDITURES	400,039.55	0.00
1 522	APPROPRIATED FUND BALANCE	932,667.30	0.00
630	DUE TO GENERAL FUND	932,007.30	400,000.00
691	BOND PREMIUM	0.00	477,367.00
821	RESERVE FOR ENCUMBRANCES	0.00	•
878			84,924.77
	RESTRICTED/CAPITAL RESERVE	0.00	425,000.00
1 909	FUND BALANCE, UNRESERVED	287,847.18	0.00
1 960	APPROPRIATIONS DEVENUES	0.00	932,667.30
980	REVENUES	0.00	186.67

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Trial Balance Report From 7/1/2023 - 2/29/2024



Account	Description	Debits	Credits
	H Fund Totals:	2,320,145.74	2,320,145.74
TC 440	DUE FROM OTHER GOVERNMENTS	714,557.47	0.00
TC 631	DUE TO OTHER GOVERNMENTS	0.00	714,557.47
	TC Fund Totals:	714,557.47	714,557.47
	Grand Totals:	101,882,806.27	101,882,806.27

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CODE OF CHARACTER, CONDUCT AND SUPPORT

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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.

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"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.

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"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;
- <u>41.10.</u> 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:

MEMORANDUM

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 VALLEY STREAM, NEW YORK

DEPARTMENT OF FACILITIES AND OPERATIONS

Charles Brocher, Director of Facilities

TO:

Dr. Jack Mitchell

DATE:

April 4, 2024

RE:

Cooperative Blinds, Shades, Motorize Drapes Restoration of Stage Curtains Bid 2024-25

As per the attached, I would like to recommend the 2024-25 Cooperative Blinds, Shades, Motorize Drapes Restoration of Stage Curtains Bid be awarded to the lowest responsible bidder as noted:

Joint Bid Submitted on behalf of:

Master Carrier Window / Acme Window Treatments

PO Box 572

382 East Meadow Avenue

Holbrook, NY 11741

East Meadow, NY 11554

Contact: Patrick Rigney Contact: Dennis Ryan

631-806-2618

516-794-1116

See Bid Tabulation sheet attached.

Bid Opening Date:

4/4/2024

Bid Advertising Date: Newsday 3/7/2024

Bids Sent Out:

0

Bids Received:

References have been checked and come back satisfactory.

Attachment

Bid Tabulation - Blinds, Shades, Motorize Drapes Restoration of Stage Curtains Bid 2024 / 2025 4/4/2024 11:00 am

4/4/2024 11:00 dill					
<u>Contractor</u>		Master Carrier Window Treatments, Inc/Acme Window Treatments, Inc			
Bid Pro	posal Non Collusive	√			
Statement of	Sexual Harassment	√			
	Insurance	√			
	Iran Divestment	√			
	Hold Harmless	√			
	PiggyBack Provision	1			
Item #					
1-Levolor 1" Riviera Blinds or Equiv	Disc off MSRP %	25%			
2-Levolor 2" Riviera Blinds or Equiv	Disc off MSRP %	25%			
3-Grabor G-71 Vertical Blinds or Equiv.	Disc off MSRP %	10%			
4-Draper Flex Clutch Shades or Equiv.					
4A-Blackouts Shades(SB9000, Avila, Flocke)	Disc off MSRP %	15%			
4B-Solar/Mesh Shades(Group 1 & 2)	Disc off MSRP %	15%			
5-Draper Spring Roll Shades or Equiv.					
5A-Blackouts Shades(SB9000, Avila, Flocke)	Disc off MSRP %	15%			
5B-Solar/Mesh Shades (Group 2 & 3)	Disc off MSRP %	15%			
6-Draper Motorized Drapes or Equiv.					
6A-Blackouts Shades (SB9000)	Disc off MSRP %	10%			
6B-Solar/Mesh Shades (Group 2 & 3)	Disc off MSRP %	10%			
7-Restoration of Stage Curtains	Cost per Sq Ft.	\$ 5.00			
7-Cleaning & Washing, Re-Taping & re-conditioning Blinds					
7A -Two Tape Set	Cost \$	\$ 60.00			
7B-Three Tape Set	Cost \$	\$ 90.00			
7C-Four Tape Set	Cost \$	\$ 120.00			
7D-Five Tape Set	Cost \$	\$ 150.00			
7E-Tilt Gear	Cost \$	\$ 25.00			
7F-Slats(per lin. Ft)	Cost \$	\$ 0.90			
7G-Cord Locks	Cost \$	\$ 25.00			
7H-Wands(per lin. Ft)	Cost \$	\$ 2.00			
71-End Caps	Cost \$	\$ 2.00			
7J-Bottom Rails (per lin. Ft)		\$ 2.00			
7K-Clutch Replacement	Cost \$	\$ 50.00			

License and Operating Agreement

This License and Operating Agreement (this "Agreement") is made and entered into as of the 16thay of April 2024 by and between the Board of Education of the VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR (the "School District" and/or "Licensor"), with an address at 75 Horton Avenue, Valley Stream, New York 11581 and SCOPE EDUCATION SERVICES (hereinafter referred to as "SCOPE" and/or "Licensee") with offices for the transaction of business located at 100 Lawrence Avenue, Smithtown, New York 11787.

WITNESSETH:

WHEREAS, the School District is comprised of a number of Schools, including the Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools;

WHEREAS, SCOPE represents that it is in the business of providing Before and After School Child Care Programs to school-age children;

WHEREAS, the School District is willing to provide unneeded space in its facilities to SCOPE for the purpose of operation of a Before and After School Child Care Program for school-age children;

WHEREAS, the School District desires to grant SCOPE a license to provide such Before and After School Child Care Program for school-age children ("Program") on the premises of the Schools as described herein and SCOPE desires to provide such services on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. License of Premises.

During the Term of this Agreement, the School District hereby grants to SCOPE, and SCOPE hereby accepts from the School District, a non-transferable, revocable license (the "License") to use certain facilities in the Valley Stream Union Free School District Twenty-Four. The School District shall permit SCOPE use of the Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools for the provision of before and after school child care services for school-age children. The rooms to be utilized by SCOPE are set forth on Schedule A attached hereto (collectively, the "Facilities") for the term as described herein. This Agreement is acknowledged to be a revocable license and is subject to changes in terms as the School District may require from time to time.

During the Term of this Agreement, Licensee shall be permitted to use the Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools as set forth in Schedule "A" of this Agreement, for the provision of its Before and After School Child Care Program each day the Schools are in operation (a "School Day"), from (i) 7:00 a.m. until

the morning session begins at each school and (ii) from dismissal time at each school until 6:30 p.m., or any other time as agreed upon between the Superintendent of Schools and SCOPE. The time frame set forth herein shall be collectively referred to as the "Hours of Operation" for the Program described in this paragraph.

The School District reserves the right to shorten or cancel any school day. Therefore, SCOPE shall have a working plan in place that instructs parents as to holidays, early dismissals, cancellations and emergencies. In the event of emergency closures, such as snow days, the School District shall provide SCOPE with the same advance notice as is given to the School Building Principal. Any exception to these requirements shall be subject to mutual agreement by and between the Superintendent of Schools and SCOPE.

It is understood and agreed that SCOPE shall not be responsible for the transportation of students that participate in the Program.

2. Fee.

During the Term hereof, in consideration of the License hereby granted to SCOPE by the School District, the School District shall provide classroom space for the operation of the Program at no expense to SCOPE.

3. <u>Term</u>.

The Term of this Agreement shall commence on the 1st day of September, 2024 and end on June 30, 2025. This Agreement may be renewed for annual periods upon mutual consent of the parties memorialized in writing. SCOPE may request renewal of this Agreement by providing written notice to the Board of Education, no later than February 1st of the then current term. The Board of Education shall notify SCOPE of its intent, no later than thirty (30) days following receipt of said notice.

4. SCOPE's Obligations.

During the Term of this Agreement, SCOPE shall have the following obligations:

- a. SCOPE shall provide a Before and After School Child Care Program to school-age children. The Before and After School Child Care Program shall be provided at the Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools. The Program shall be conducted during the Hours of Operation of each School Year as defined by this Agreement.
- b. In connection with the Program, SCOPE shall be responsible for the administration and management of the Program, including, but not limited to (i) the hiring, training, scheduling and payroll of employees, (ii) the programming of each daily schedule, curriculum and activities, (iii) the registration of students, (iv) scheduling, (v) billing of clients, and (vi) daily operations of the Program.

- c. SCOPE shall provide the necessary staff, supplies and equipment to operate the Program. Daily supervision and administration of the students' activities is solely the responsibility of SCOPE.
- d. SCOPE shall comply with any and all applicable statutes, laws, rules and/or regulations governing the operation of the Before and After School Child Care Program. SCOPE shall obtain and maintain all necessary permits, licenses, registration and/or approvals of governmental authorities prior to operating the Program.
- e. SCOPE agrees to provide, at its own expense, such materials and supplies as shall be reasonably necessary for the administration of the Program, including, without limitation, (i) pens, pencils, paper, arts and crafts, blocks, Legos, playground balls, non-perishable snacks or other materials for use by the students enrolled in the Program, and (ii) office supplies, forms and storage boxes for all materials and supplies, or other materials necessary for the operation of the Program. SCOPE shall also supply all storage bins to be used for its materials and supplies and any orientation materials and presentations for all parents and children.
- f. During the Term of this Agreement, SCOPE shall be solely responsible for the development of marketing materials and advertising of its Program and the expenses associated therewith.
- g. All fees collected for enrollment in the program shall be the responsibility of SCOPE. The School District is not responsible for the payment policy between SCOPE and each parent/family. SCOPE must provide each parent/family with its written policy regarding payment of fees to SCOPE. Under no circumstances shall a contractual relationship be deemed to exist between the School District and those that receive services from SCOPE. SCOPE publications shall explicitly state that the Program is not being offered through the School District.
- h. SCOPE agrees that all student information obtained in connection with the services provided for in this Agreement shall be kept confidential to the fullest extent permitted or required by law.
- i. All SCOPE Program personnel must meet the qualifications set forth by the New York State Office of Children and Family Services which shall include an application together with fingerprint clearance in accordance with the requirements of 18 N.Y.C.R.R. §413.4.
- j. SCOPE acknowledges that it will not hold itself, its officers, its employees or its agents out as employees of the School District. SCOPE, its officers, its employees and/or its agents, while employed by SCOPE, shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the School District.

k. In the event that SCOPE determines that there is a need to contact law enforcement agency(ies) because of an emergency, including the failure by a parent to pick up a child, SCOPE shall also contact the Superintendent of Schools pursuant to section 5(j).

5. School District Obligations.

During the Term of this Agreement, the School District shall have the following obligations in connection with the License granted herein:

- a. The School District shall provide space at the following schools for the operation of the Program by SCOPE: Robert W. Carbonaro, William L. Buck, and Brooklyn Avenue Schools. In the event that the School District can no longer provide said space as described in Schedule A, it may, at its option, (1) terminate this Agreement as set forth in paragraph eight (8) hereof, or (2) provide alternative space similar in size to the space located at the above schools, upon written consent of SCOPE and in accordance with New York State Regulations. In the event of number (2) above, the School District shall give SCOPE thirty (30) days' notice, except in cases of emergency, in which case reasonable notice will suffice, of its need for the space located at the above location and how it intends to proceed as provided in this paragraph.
- b. The School District shall provide to SCOPE, in the Facilities, free of charge, standard furnishings, including, without limitation, tables and chairs and other items typically available in a facility of the type provided. The School District further agrees to provide SCOPE use of a designated playground outdoor space and gymnasium as may be necessary for the operation of the Program.
- c. The School District shall provide adequate storage space in or near the Facilities subject to mutual agreement by and between the School District and SCOPE.
- d. The School District shall cause the principal of each School to designate a person at such School who shall serve as a liaison during the applicable School Year between the School and the Program taking place at that location and shall provide written notice to SCOPE of the name and contact information of such person.
- e. The School District will allow SCOPE to distribute informational material pertaining to the Program, at least three (3) times during each School Year subject to the prior approval of such material by the Superintendent of the School District.
- f. To ensure the safety of the Program Staff and Students, the School District shall provide written notice of the procedures for emergency evacuation to the Program Director prior to the commencement of each School Year during the Term.

- g. To provide the SCOPE Supervisor with access to a phone in case of an emergency.
- h. To provide the necessary custodial clean up services before and after each day's program.
- i. To provide access to the School's non-consumable equipment such as photocopier, refrigerator, audio-visual and physical education equipment subject to mutual agreement by and between the School District and SCOPE.
- j. The School District is responsible for providing SCOPE with contact information for a School District representative to be notified by SCOPE in the event that SCOPE determines there is a need to contact law enforcement agency(ies) because of an emergency. In such an emergency, SCOPE shall contact the Superintendent of Schools at the following numbers: (516) 434-2830. If the Superintendent cannot be reached, SCOPE shall contact Dr. Lisa Conte at (516) 434-2829. The School District is responsible for providing SCOPE with any changes to the aforementioned information.

6. Student Enrollment in the Program.

- a. Student enrollment in the Program shall be limited to residents of the Valley Stream Union Free School District Twenty-Four.
- b. The fee structure for students enrolled in the Program shall be determined by SCOPE in its sole and absolute discretion.

7. Insurance.

SCOPE shall maintain in full force and effect during the Term of this Agreement: (i) Workers' Compensation Insurance as prescribed by the laws of the State of New York; (ii) Comprehensive General Liability Insurance which shall insure SCOPE and its staff, during the operation of and in the performance of this Agreement, against claims for bodily injury and personal injury, including death, disease, and property damage, that may arise, either directly or indirectly, as a result of or in connection with this Agreement - the limits of liability under each policy shall provide coverage of \$1 million per claim and \$3 million in the aggregate.

The Commercial General Liability Policy shall include coverage for claims of sexual misconduct and shall name the School District as an additional insured. SCOPE shall cause its insurer to provide a copy of the insurance certificates to the School District at least ten (10) days prior to the commencement of the Term of this Agreement and to provide further that the School District shall receive thirty (30) days' prior written notice of the cancellation, termination or modification of said policies.

8. Termination.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

9. Indemnification.

SCOPE hereby agrees to defend, indemnify and hold harmless the School District and each of its affiliates, successors and assigns, shareholders, officers, directors and employees or agents from and against any and all liabilities or obligations, damages, losses, claims, encumbrances, costs or expenses (including reasonable attorneys' fees) of any nature, whether absolute, contingent or otherwise, (unless same results from the negligence or intentional acts of the School District, its agents or employees) and whether arising at law or in equity (any or all of the foregoing herein referred to as a "Loss"), incurred by the School District as a result of this Agreement or the negligence or intentional acts or omissions of SCOPE or any of its employees, agents or representatives occurring in or on the Facilities of any School.

10. Miscellaneous.

- (a) <u>Entire Agreement</u>. This Agreement evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.
- (b) <u>Governing Law</u>. This Agreement and performance hereunder shall be governed by the laws of the State of New York, without giving effect to its principles of conflict of laws.
- (c) <u>Assignment</u>. Neither party shall assign or otherwise transfer this Agreement, in whole or in part, whether by assignment, merger, transfer of assets, sale of stocks, operation of law or otherwise, nor delegate or subcontract any of its rights or obligations hereunder, without the other party's written consent, except to a wholly owned subsidiary or affiliate of the assigning party.
- (d) <u>No Waiver</u>. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.
- (e) <u>Counterparts</u>. This Agreement may be executed in counterparts, all of which shall constitute one single Agreement between the parties hereto.

- (f) <u>Headings</u>. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.
- (g) It is understood and agreed that while on school grounds, SCOPE employees and/or agents shall obey all School District rules and regulations and must follow all reasonable directives of the School District's administrator's and employees.
- (h) Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin or sponsorship.
- (i) The undersigned representatives of SCOPE and the Valley Stream UFSD Twenty-Four hereby represent and warrant that the undersigned is an officer, director, or agent with full legal rights, power and authority to enter into this Agreement on behalf of SCOPE and the Valley Stream UFSD Twenty-Four and bind both parties with respect to the obligations enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

President
Board of Education
Valley Stream UFSD Twenty-Four
75 Horton Avenue
Valley Stream, New York 11581

Date: April 16, 2024

George L. Duffy

Executive Director

SCOPE Education Services

100 Lawrence Avenue

Smithtown, New York 11787

Date:

Schedule A

Facilities

Robert W. Carbonaro School

- Cafeteria A
- Cafeteria B
- Library
- Gymnasium
- Room 8
- Room 9

William L. Buck School

- Cafeteria A
- Cafeteria B
- Gymnasium
- Room 7
- Room 8
- Room 9
- Room 11

Brooklyn Avenue School

- Cafeteria
- Room 1
- Library
- Art Room
- Music Room
- Gymnasium

Schedule B

2024 - 2025 School Calendar

VALLEY STREAM UNION FREE SCHOOL DISTRICT 24 **CALENDAR FOR STUDENT ATTENDANCE 2024-2025**



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2024-25

Independence Day Supt.'s Conference Day

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2024-25		
Days	of	Instruction

	T	S
August	1	0
September	20	20
October	20	20
November	17	16
December	15	15
January	20	20
February	15	15
March	20	20
April	17	17
May	21	21
June	18	18
	184	182

July 4
August 30
September 2
September 3
October 3-4
October 14
November 1
November 5
November 11
November 28-29
December 23- January 1

September 2	Labor Day
September 3	First Day of School
October 3-4	Rosh Hashanah
October 14	Columbus Day
November 1	Diwali
November 5	Supt.'s Conference Day
November 11	Veteran's Day
November 28-29	Thanksgiving Recess
December 23-January 1	Holiday Recess
January 2	School Reopens
January 20	Martin Luther King Day
January 29	Lunar New Year
February 17-21	Winter Recess
March 31	Eid-al-Fitr
April 14-18	Easter/Spring Recess
May 26	Memorial Day
June 6	Eid-al-Adha
June 19	Juneteenth
June 27	Last Day of School

Notwithstanding any policy, past practice or calendar notation to the contrary, in the event it becomes necessary to add days in order to ensure a 180 day work year, such days shall be added during the non-legal holidays of the Spring recess period and such other non-legal holidays as are necessary to ensure the work year as set forth above. Such days shall be specifically delineated in advance and set forth in the school calendar and shall be added to the work year beginning with the latest day thereof.

RIDER TO CONTRACT BETWEEN VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR AND SCOPE EDUCATION SERVICES DATED April 16, 2024 FOR BEFORE AND AFTER CARE PROGRAMS

To the extent that the provisions of this Rider are inconsistent with the attached contract dated April 16, 2024 for after care programs (the "Contract") to which this Rider is attached, the provisions of this Rider will control. The Contract and this Rider are collectively hereinafter referred to as the "Agreement."

Plan for Security and Protection of Personally Identifiable Information.

- A. SCOPE EDUCATION SERVICES, INC. (the "Consultant") must comply with all VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR (the" District") policies and state, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.
- B. "District Data" means all information obtained by the Consultant from the District or by the Consultant in connection with the services provided by the Consultant pursuant to the Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publically available by the District.
 - C. "Personally Identifiable Information" or "PII" includes, but it not limited to: (i) a person's name or address or the names or addresses of a student's parents or other family members; (ii) any personal identifier (e.g., SSN, student number or biometric record); (iii) indirect identifiers (e.g., date of birth, place of birth, or mother's maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person to identify the individual with reasonable certainty; and (v) any information requested by a person who the District or Consultant reasonably believes knows the identity of the person to whom a record relates.

- D. The Consultant represents and warrants that it is fully familiar with and will comply with all District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.
- E. The Consultant represents and warrants that District Data received by the Consultant will be used only to perform Consultant's obligations pursuant to the Agreement and for no other purpose.
- F. The Consultant represents and warrants that it will only collect data from the District or District employees or other End Users (the term "End Users" means the individuals authorized by the District to access and use services provided by the Consultant pursuant to the Agreement) that is necessary to fulfill the Consultant's duties pursuant to the Agreement.
- G. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the District and that the Consultant has a limited, non-exclusive license to use District Data solely to perform Consultant's services pursuant to the Agreement.
- H. The Consultant agrees that, upon receipt of District Data, it will: (i) limit the Consultant's internal access to District Data to employees with legitimate educational interests (i.e., access will be limited to those employees who must access District Data to implement the terms of the Agreement); (ii) use District Data only for the purposes explicitly authorized by the Agreement; (iii) not disclose any PII from District Data to any other party (a party other than an employee with a legitimate educational interest) without the District's prior written consent (if necessary, the District will obtain the required consent(s) from third parties), unless disclosure is required by statute or court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order); (iv) maintain reasonable safeguards to maintain confidentiality of PII in District Data; (v) use legally mandated encryption technology to protect District Data from unauthorized disclosure; and (vi) store all District Data within the United States of America.
- I. If the Consultant has access to District Data that is subject to the Family

 Educational Rights and Privacy Act ("FERPA"), the Consultant acknowledges that for purposes of
 the Agreement it will be designated as a "school official" with a "legitimate educational interest"

pursuant to FERPA and its implementing regulations, and the Consultant agrees to abide by the limitations and requirements imposed on school officials.

- J. The Consultant represents and warrants that it will comply with the District's Parents' Bill of Rights, as supplemented, to include information about the Agreement, a copy of which is annexed hereto as Exhibit A and is signed by the Parties.
- K. The Consultant represents and warrants that it has provided or, within 30 calendar days of the date of the Agreement and prior to allowing any of its employees access to District Data, will provide training, about the State and federal laws and regulations governing confidentiality of District Data to any employee who has access to District Data.
- L. Except as prohibited by law, the Consultant will: (i) immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Consultant seeking District Data; (ii) consult with the District regarding its response; (iii) cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and (iv) upon the District's request, provide the District with a copy of Consultant's response.
- M Upon the District's request, the Consultant agrees that it will promptly make any District Data held by the Consultant available to the District.
- N. The Consultant agrees to notify the District of any breach of security resulting in an unauthorized release of PII from District Data by the Consultant or the Consultant's assignees or subcontractors. This notification will be made in the most expedient way possible and without delay. The Consultant must also notify the District in writing of the breach of security. This written notification must be sent by the Consultant within one calendar day of the breach of security resulting in an unauthorized release of PII from District Data and must be sent to the District by email to Superintendent of Schools, Unal Karakas (ukarakas@vs24.org), with a copy to Guercio & Guercio, Christopher Shishko, Esq., (cshishko@guerciolaw.com).

and either personally delivered or sent by nationally recognized overnight carrier to the District.

In the case of an unauthorized release of PII from District Data by the Consultant or the Consultant's

assignees or subcontractors, the Consultant must reimburse the District for all the District's costs

associated with the District's obligation to notify the State's chief privacy officer, parents, students,

teachers and/or principals of the unauthorized release.

O. The parties agree to execute an amendment to the Agreement if required for compliance

with any new laws or regulations relating to the confidentiality, security and privacy of data.

P. All the provisions of this Rider will survive the expiration or sooner termination of

this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of

the date and year first above written.

VALLEY STREAM UNION FREE

SCHOOL DISTRICT TWENTY-FOUR

By:_____

Name: Donna LaRocco

Title: President of Board of Education

SCOPE EDUCATION SERVICES

Name: George Duffy

Title: Executive Director

EXHIBIT A

RIDER TO CONTRACT BETWEEN VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR AND

SCOPE EDUCATION SERVICES

DATED: April 16, 2024

FOR BEFORE AND AFTER CARE PROGRAMS

"District Data" means all information obtained by the Consultant from the District or by the Consultant in connection with the services provided by Consultant pursuant to the Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publicly available by the District.

- (1) <u>Use of District Data by Consultant</u>. The District Data received by the Consultant will be used only to perform Consultant's obligations pursuant to the Agreement and for no other purpose.
- (2) <u>Storage and Security Protections.</u> The Consultant will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure District Data from unauthorized access, disclosure, alteration and use. The Consultant will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Agreement. Consultant will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

The following paragraphs describe (in such a manner as to protect data security) the specific storage methods and security protections used by the Consultant to protect District Data:

(a)	Storage of Electronic Data:	On Service Provider's server.

- (b) Storage of Non-Electronic Data: <u>Hardcopies of student records are stored in a secure cabinet at the administrative office and on site until the program is completed. Upon completion of program the records are shredded.</u>
- (c) Personnel/Workforce Security Measures: <u>The data received is only shared with the site</u> supervisor, the SCOPE nurse consultant and SCOPE administrative staff.

- (d) Physical Security Measures: <u>Outside doors are locked at all times with each visitor greeted by a receptionist upon entry; servers are secured behind locked, password protected doors; offices locked daily; non-electronic data is kept in secure cabinets.</u>
- (e) Account Management and Access Control: <u>Use of unique user IDs</u>, <u>passwords with a password policy change in effect every 90 days, computer programs "time-out" due to inactivity.</u>
- (f) All electronic District Data will be protected by the Consultant through the use of encryption technology in compliance with New York Education Law § 2-d(5)(f)(5).
- (3) Sharing Information with Other Persons and Entities. The Consultant will only share District Data with entities or persons authorized by the Agreement. To the extent that District Data will be shared by the Consultant with other authorized entities or persons not employed by Consultant, the Consultant will ensure that those persons or entities will be required to agree in writing that it/they will comply with all terms of the Agreement's Plan for Security and Protection of Personally Identifiable Information, and any other Agreement provision relating to confidentiality of records and data security and privacy, including, but not limited to this Exhibit A.
- (4) <u>Destruction/Return of Data.</u> Upon the termination of the Agreement for any reason, the Consultant will, as directed by the District in writing, securely destroy ("securely destroy" means taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means) or return all District Data received by the Consultant as soon as reasonably possible. The District's decision will be made in connection with all applicable laws, including the New York Arts and Cultural Affairs Law and the Records Retention and Disposition Schedule ED-1. In connection with the secure destruction of any District Data, the Consultant will provide a certificate of destruction (form and substance satisfactory to the District) to the District.
- (5) <u>Challenge to Accuracy of Data.</u> A parent or guardian, student, teacher or principal can challenge the accuracy of the Data received by the Consultant by following applicable law (e.g., Family Educational Rights and Privacy Act), employment agreements, and policies, rules and regulations. If the Consultant receives a challenge to the accuracy of Data from a parent or guardian, student, teacher or principal, the Consultant will notify

the District in writing. The consultant will not amend any Data without a written request from the District.

VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR

Name: Donna LaRocco

Title: President of Board of Education

SCOPE EDUCATION SERVICES

Name: George Duffy

Title: Executive Director

INSTRUCTIONS

Exhibit A contains information required by New York Education Law § 2-d and includes information that makes up part of the mandated Plan for Protection of Personally Identifiable Information. It should contain detailed information about data storage and security measures. The Service Provider must describe the ways it will store District Data and the specific security protections that will be used by the Service Provider to protect District Data. Please note that these descriptions are part of a publically accessible document and must be written in a manner that will protect the Service Provider's data security.

Below, we list examples for each storage/security category set forth in Exhibit A. These are only examples and the Service Provider must describe the specific storage methods and security protections it uses (again, the description must be written in a manner that will protect the Service Provider's data security). The amount of information included should not be limited by the space provided.

Examples:

- (a) Storage of Electronic Data:
 - In the Cloud (specify types, private or public, etc.)
 - On Service Provider's server
- (b) Storage of Non-Electronic Data:
 - Files stored in locked filing cabinets
- (c) Personnel/Workforce Security Measures:
 - Describe internal policies regulating access to information and sharing information amongst coworkers

• Describe policies relating to the requirement to return all data and property to the Service Provider upon an employee's separation from employment

(d) Account Management and Access Control:

- Use of unique user-IDS
- Use of passwords that are regularly and frequently updated
- Use of automatic techniques to terminate a session upon specific conditions (e.g., idle time)
- Policy to disable employee accounts upon termination from employment

(e) Physical Security Measures:

- Describe security barriers and access controls (e.g., locking of doors, desks and filing cabinets)
- Describe visitor policies (e.g., visitors are escorted at all times when visiting information processing and storage facilities

EXHIBIT B

RIDER TO CONTRACT BETWEEN VALLEY STREAM UNION FREE SCHOOL DISTRICT TWENTY-FOUR AND SCOPE EDUCATION SERVICES

DATED: <u>April 16, 2024</u>
FOR BEFORE AND AFTER CARE PROGRAMS

Valley Stream Union Free School District Twenty-Four Parents Bill of Rights

New York State Parents' Bill of Rights for Data Privacy and Security

Valley Stream Union Free School District 24 is committed to protecting the privacy and security of each student's data. The district adheres to the New York State Education Department's Parents' Bill of Rights For Data Privacy and Security. Parents may access the New York State Education Department's Parents' Bill of Rights at: https://:www.p12.nysed.gov/docs/parents-bill-of-rights.pdf.

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 5th day of March, 2024, by and between the Board of Education of the UNIONDALE UNION FREE SCHOOL DISTRICT (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 933 GOODRICH STREET, UNIONDALE, NY 11553-2499, and the Board of Education of the VALLEY STREAM UFSD # 24 (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at VALLEY STREAM UFSD # 24, 75 HORTON AVE, VALLEY STREAM, NY 11581.

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 September 1, 2023 through June 30, 2024 inclusive.
- 2. 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 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 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 \$1,101.05 per eligible pupil for the 2023/24 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.
- 8. 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.

- 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, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 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. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
- 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 UFSD # 24

75 HORTON AVE

VALLEY STREAM, NY 11581

PROVIDER:

Superintendent of Schools UNIONDALE UFSD 933 GOODRICH STREET UNIONDALE, NY 11553

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 shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
- 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.
- 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 SENDER School District.

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	UNIONDALE UFSD
President, Board of Education	Dr. Mary Bediako President, Board of Education

Da Vinci Education & Research 550 North Country Road, Suite B Saint James, NY 11780 631.928.4815

AGREEMENT, made and entered into this 1st day of July, 2023 by and between Da Vinci Education & Research, a registered S Corp in the State of New York, D/B/A Da Vinci Collaborative (hereinafter referred to as the "Agency") and Valley Stream 24 School District in Nassau County (hereinafter referred to as the "Facility").

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

- The Agency is in business of providing the services of licensed and qualified occupational therapists, occupational therapy assistants, physical therapists, speech pathologists, special educators, psychological or social workers, and the Facility desires to have the Agency provide such services.
- The Agency will provide the Facility with licensed and qualified special educators at a consulting rate of \$250.00 per hour. Please see the attached Rate Schedule for additional services and their costs.
- 3. The premises of the Agency will be available for treatment and evaluation of patients and/or students as necessary.
- 4. The Facility agrees that, during the term of this Agreement and for a period of two years following the termination of this Agreement, the Facility will not enter into a separate agreement with any therapist placed by the Agency to perform services for the Facility without first obtaining prior written approval from the Agency.
- 5. The Agency will submit an invoice for services rendered on a bi-monthly basis and the Facility agrees to make full payment within thirty (30) days after receipt of said invoice.
- 6. The parties here to contemplate that this Agreement will run through June 30, 2024. This Agreement may be canceled at any time by either party upon thirty days' prior written notice to the other.
- 7. It is understood between the Agency and the Facility that the substance of this Agreement is highly confidential and shall not be revealed in any manner with any personnel of the Agency nor any therapists placed by the Agency, except as required by law.

- The Facility shall be responsible for the compliance with any Federal, State or local statutes of any therapist services provided by the Agency under the terms of this Agreement.
- 9. The Facility will not incur any charges, should any therapist placed by the Agency with the facility be absent for any reason whatsoever. Should an individual student or teacher be absent or unable to attend a session (in person or virtual), for any reason whatsoever, Facility agrees that it is left to the discretion of the Agency to bill for sessions canceled if Agency has not received 24-hour notice by the parent or Facility of the need to cancel the session.
- 10. It is expressly understood that the Agency is being engaged strictly as an independent contractor, with all the incumbent tax and legal implications that flow from such a relationship. However, The Facility retains final professional and administrative responsibility for any services rendered.
- 11. It is also expressly understood the Facility is not an employer of the Agency of its therapists and, consequently, the Agency and the therapist it assigns to the Facility shall be eligible for any additional benefits from the Facility including, but not limited to, social security, New York State Workers Compensation Insurance, unemployment insurance, etc.
- 12. Each therapist assigned by the Agency to provide services to the Facility shall carry professional liability (malpractice) insurance. The Facility reserves the right to require that the Agency provide written proof of the existence of such insurance.
- 13. Neither party may assign or otherwise transfer its rights, privileges or obligations under this Agreement without the prior written consent of the other party.
- 14. The Agency will perform required background checks and fingerprinting of all staff directly providing services to students and comply with all provisions of Project SAVE legislation.
- 15. The Agency represents that the Agency and/or its employees and/or assigns are not currently charged, nor in the past been charged, with any criminal or professional misconduct or incompetence.
- 16. The Agency further agrees that is shall defend, indemnify and hold harmless the School, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorney's fees, judgments, fines and amounts paid in settlement in connection with a threatened, pending or completed action, suit or proceeding, arising from any act, error, omission, misstatement, misleading statement, neglect or breach of duties by the Agency or any of its officers, directors, agents(including therapists and/or contractees) or employees taken or made in the performance of their obligations undertaken or reasonably assumed with respect to this agreement.

- 17. All therapists providing services hereunder shall be subject to the approval of the school, which approval shall not be unreasonably withheld. The Facility specifically reserves the right to reject and/or request replacement of any individual therapist.
- 18. No additional compensation shall be provided for the preparation of progress reports and related assessment materials used in annual reviews, except for full evaluations as reflected in the fee schedule in paragraph "2".
- 19. The Agency, at its sole expense, shall procure and maintain such policies of comprehensive general liability, and such other insurance as shall be necessary, naming the Facility as additional insured against any claim for liability, personal injury, and/or death occasioned directly or indirectly by the Agency in connection with the performance of the Agency's responsibilities under this Agreement. Each such policy shall provide a minimum coverage of One Million (1,000,000) Dollars in the event of injury or death come to one person and Two Million (2,000,000) Dollars in the event execution of this Agreement, the agency will supply the Facility with a copy of said policy.

In witness whereof, the parties have executed this Agreement the day and year first above written.

Name of Agency: Da Vinci Education & Research

By: Suzanne Del Re Director of Business	Date: 4/4/24
Valley Stream 24 School District Valley Stream , New York	
By: Donna La Rocco, President of Board of Education	Date:April 16, 2024



Professional Development & Workshops

Service		Retail Rate
Daily Professional Development & Training		\$3,780/day
Professional Development & Training Packages	5% discount 10% discount	Discounted Packages \$35,910/10 days \$68,040/20 days
Daily Consulting Rates Per Consultant		\$3,150/day
Daily Consulting Packages	5% discount 10% discount	Discounted Packages \$29,925/10 days \$56,700/20 days

^{*}Workshop rates are for up to 30 participants. Additional participants will be billed at an individual rate.

Student Services

Service	Retail Rate
Student/Teacher Consultation In District or Virtual	\$250/up to 1hr
Student/Teacher Consultation In District or Virtual Packages 5% discount 10% discount	Discounted Packages \$11,875/50 hours \$22,500/100 hours
Student/Teacher Consultation With Specialized Instruction	\$250/up to 1hr
CSE Participation/Team Meetings	\$250/up to 1hr
Specialized Instruction On-site at Da Vinci	\$135/hr
Specialized Instruction In District or Virtual 1:1	\$155/session
Specialized Instruction In District or Virtual 1:1 w/Orton Gillingham, Wilson or Specific Certified Instructor	\$200/session
Specialized Instruction In District or Virtual Group 1st Student/Session	\$155/session
Each Additional Student	\$90/session
Specialized Instruction In District or Virtual Group w/ Orton Gillingham, Wilson or Specific Certified Instructor	\$200/session
1st Student/Session	\$100/session

^{*}Materials & Printing are an additional cost.



Each Additional Student	
Resource Room Services In District or Virtual - 30 min session/Per Child	\$60 per 30 min per child

Assistive Technology Services

Service	Retail Rate
Assistive Technology Consultation-1:1 In-district or Virtual	\$250/up to 1hr
Assistive Technology Consultation-Group	\$250/up to 1hr 1st Student
In-district or Virtual	\$45/up to 1hr per student
Each Additional Student	
Full Independent Assistive Technology Evaluation -Education-based evaluation created in direct consultation with staff and parents and direct assessment for a specific student. It includes a comprehensive review of documents, artifacts and facilities to best incorporate recommendations into the student's program. (CSE Participation not included)	\$2,220
Augmentative and Alternative Communication Evaluation -Communication evaluation completed in collaboration with student, staff and parents. Comprehensive review of documents, artifacts and facilities. Written report and full team consultation to create a plan for device selection and future implementation are included.	\$3,000
Assistive Technology Consultation & Review of Documents -Includes consultation with district personnel and review of all related documents. A written report with recommendations.	\$900
Assistive Technology Coaching -Individualized sessions for technology teams to aid in building capacity to support AT needs within your district.	\$3,150/day
Assistive Technology Mini-Workshops -1 to 2 Hour Staff Development Mini Workshops (excludes SuperIntendent's Conference Day)	\$1,200
Technology Audit -Ongoing collaboration between district technology stakeholders and Da Vinci Technology Collaborator to leverage current technology available while exploring assistive technology options as needed. With Universal Design for Learning principles in mind, all technology tools currently invested in will be reviewed and functionality discussed to determine how these tools may support students and if there are gaps that should be addressed. Support can include items such as weighing different options for available technology, coordinating exploration sessions with vendors, increasing efficiency of internal technology request processes, and creating a tiered support system for technology implementation across populations.	\$350/hr



Student Assessment/Evaluation

Service	Retail Rate
Independent Educational Evaluation -Complete academic evaluation using standardized measures, includes: Assessment of all components of reading, writing and math. Comprehensive report findings and suggested recommendations. (CSE Participation not included)	\$2,700
Student Profile Analysis Records review, initial student screening onsite, select standardized assessment administration, student classroom observation, report of findings and recommendation, post assessment consultation	\$3,000
Psychological/Educational Evaluations and Psychological Evaluations	\$990
Education Evaluation by Special Educator	\$360

⁻Additional evaluations available upon request. Specific rates will be determined at the time of the request.

Bilingual Assessment Services

Service	Retail Rate
Bilingual Psychological Evaluation	\$1,140
Bilingual Educational Evaluation	\$1,020
Bilingual Social History	\$420
Report Summary Translated into Spanish	\$360
Translation and Editing of reports	\$120/per page

Behavioral Services

Service	Retail Rate
Functional Behavior Assessment/Behavior Intervention Plan	\$210/hr
Behavior Consultation (Non-BCBA)	\$150/hr
Behavior Consultation (BCBA)	\$180/hr
Behavior Intervention Service (Non-BCBA)	\$160/hr



Behavior Intervention Service (BCBA)	\$185/hr
Family Training (Non-BCBA)	\$160/hr
Family Training (BCBA)	\$185/hr
ABA and SEIT Services - 30 Minutes (Home or School)	\$60/30 min
Behavior Counseling - 30 Minutes	\$90/30 min

Speech-Language Services

Service	Retail Rate
Speech Evaluation	\$720
Speech Therapy Session 1:1 - 30 Minutes In-district or Virtual	\$65/30 min
Speech Therapy Session - Group 30 MInutes In District or Virtual 1st Student/Session	\$65/30 min
Each Additional Student	\$30/30 min

RIDER

The Agreement between the Board of Education of the Valley Stream Union Free School District 24 (hereinafter "District") and Da Vinci Education & Research ("Vendor") is hereby amended in accordance with this Rider.

- 1. In the event of conflict between the provisions of the printed Agreement form and this Rider (collectively, the "Agreement"), the provisions of this Rider shall control.
- 2. This Agreement may not be modified orally.
- 3. If any of these provisions shall be deemed unlawful, invalid or unenforceable, such illegality and invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
- 4. Neither party may assign or otherwise transfer its rights, privileges or obligations under this Agreement without the prior written consent of the other party.
- 5. This Agreement shall be governed by and in accordance with the laws of the State of New York and in any proceedings concerning the enforcement or enforceability of the Agreement the venue shall be in the Supreme Court of Nassau County in the State of New York.
- 6. The Vendor agrees to defend, indemnify, and hold harmless the District, its officers, trustees, agents, and employees, from any and all suits, claims, losses, damages, or injuries to persons or property, resulting from, arising out of, or in consequence of, any action or cause of action in connection with the actions or omissions of the Vendor, its directors, officers, trustees, agents, students, and/or employees.
- 7. The Vendor agrees to provide the District with a certificate of insurance evidencing general liability insurance, insuring both the District and the Vendor, with minimum limits of \$1,000,000 per occurrence for personal and advertising injury, and \$2,000,000 per local on aggregate, which policy shall be written on an "occurrence" basis, shall provide primary insurance for obligations assumed under this Agreement, and shall be endorsed to name the District (including all directors, officers, trustee, agents and employees) as "Additional Insured." The certificate will also evidence statutory Workers' Compensation Insurance, and property insurance covering all equipment and material utilized in connection with this program. All policies will be maintained in full force and effect during all periods of activity covered by this Agreement.
- 8. The Vendor 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.

- 9. The Vendor represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. The Vendor represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
- 10. Neither the Vendor nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- 11. The District reserves the right to reject any of the Vendor's staff or students, which the District, at its sole discretion, may deem unqualified.
- 12. 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:

To District:

Superintendent of Schools

Valley Stream Union Free School District 24

75 Horton Avenue

Valley Stream, NY 11581

To Vendor:

Da Vinci Education & Research 550 North Country Rd., Suite B

Saint James, NY 11780

- 13. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of the Agreement.
- 14. The 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.
- 15. This Agreement is subject to the approval of the District's Board of Education.
- 16. This Rider shall be effective and dated as of the latest date written below, provided that the Board of Education of the District has authorized and accepted by resolution the terms of this Agreement.

By: Da Vinci Education & Research Representative

Director of Business

Board of Education of theValley Stream Union Free School District 24

By: Donna LaRocco, Board President