

Victor Central School
Board of Education
PROPOSED AGENDA
Regular/Organizational Meeting, Thursday, July 9, 2020 – 5:30 PM
Virtual Meeting Via YouTube Live

It is expected that, upon opening the meeting, a motion will be made to adjourn to executive session and that the regular meeting will begin at 7:15 PM via YouTube Live at the following link:

<https://youtu.be/QRm8UbKOMNE>

✓ = Board Action Expected

- ✓ 1. **Meeting Called to Order by District Clerk Maureen Goodberlet**
 - ✓ • *Motion to enter executive session to discuss the employment history of specific individuals.*
 - ✓ • *Motion to return to regular session.*
 - B. Moment of Silence**
 - C. Pledge to the Flag**
 - D. Greetings to Visitors**
 - E. Reading of Fire Evacuation Procedure**
(In case of a fire, would everyone please follow the EXIT signs to the outside of the building. Please stay completely clear of the building to provide space for any Fire Department vehicles. Thank you!)
 - F. Election of Officers**
 1. Nominations for the Office of President
 - ✓ **a. Election of President**
 2. Nominations for the Office of Vice President
 - ✓ **a. Election of Vice President**
 3. Administer the Oath of Office (*the signatures will be gathered on July 10, 2020*)
- ✓ 2. **Approval of Agenda**
3. **Superintendent's Update**
- ✓ 4. **Organizational Items (15 min.)**
5. **Public Participation:** Due to the virtual meeting, there will be no live public participation. Please feel free to email any thoughts or comments to the Superintendent at terranovat@victorschools.org. The Board will receive all thoughts and comments submitted.
- ✓ 6. **Acceptance of Consent Items (5 min.)**
 - A. Minutes of the regular meeting of June 11, 2020 and the special meetings of June 19, 2020 and June 25, 2020;**
 - B. Treasurer's Report for the month ending May 31, 2020;**
 - C. Personnel Agenda;**
 - D. Recommendations of the Committee on Special Education from the meetings of February 25, 26, 2020, March 2, 4, 11, 2020, April 14, 16, 17, 21, 22, 23, 24, 27, 28, 29, 30, 2020, May 1, 4, 5, 6, 7, 8, 11, 12, 14, 15, 18, 20, 21, 26, 27, 28, 29, 2020, June 1, 2, 3, 4, 8, 9, 10, 11, 12, 15, 16, 17, 18, 23, 26, 26, 29, 30, 2020, July 1, 2, 6, 7, 8, 9, 2020 and of the Committee on Preschool Special Education from the meetings of May 26, 2020, June 1, 4, 5, 9, 15, 16, 30, 2020;**

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- E. Approve the reallocation of a \$500.00 donation made by PTSA on March 11, 2020 supporting the Junior High School SOAR Program, to the Intermediate School to support the Community Read Program per the request from PTSA;
 - F. Conference/Workshop Attendance:
 - Michael Vetter to attend the Monroe County School Board's Association New School Board Member Governance Training on 7/18/2020 in Rochester, NY;
 - G. Award the 2020-21 food service bid to Renzi Food Services as the lowest responsible bidder meeting specifications;
 - H. Rescind the Emergency Bus Purchase Resolution approved by the Board of Education on March 11, 2020;
 - I. Approve an Amended Emergency Bus Purchase Resolution;
 - J. Approve Debt Service Budget Transfer;
 - K. Adopt a business textbook called *Personal Finance, Seventh Edition* by Jeff Madur for the Personal Finance course taught at the Senior High School;
 - L. Award the following Capital Construction Contracts
 - Site Contract #103 – Playground to DiFiore Construction
 - Hazardous Materials Abatement Contract #104 to Caysea Contracting
 - M. Approve the Bond Resolution for purchasing various school buses and vehicles;
 - N. Acceptance of the Internal Audit Report for year ended June 30, 2020;
7. A. Campus News
- B. Capital Project Update (*George Spinaris – Campus Construction*)
- C. Facilities Usage Discussion (*Tim Terranova*)
- ✓ D. Increase of School Cafeteria Prices (*Tim Terranova*)
- Breakfast price will be recommended to increase from \$1.50 to \$1.70
 - K-6 Lunch price will be recommended to increase from \$2.25 to \$2.45
 - 7-12 Lunch price will be recommended to increase from \$2.50 to \$2.70
 - Milk price will be recommended to increase from \$0.55 to \$0.60
- E. Review policy 2160, School District Officer and Employee Code of Ethics
- ✓ F. Second and Final Reading of the following policies:
- Board Meeting Procedures; Policy 2350
8. Meeting Reports
- A. Monroe County School Boards Association Dues for 2020-2021
 - B. Monroe County School Boards Association Committee Reports
 - C. Standing Committee Updates
9. **Public Comment:** Due to the virtual meeting, there will be no live public participation. Please feel free to email any thoughts or comments to the Superintendent at terranoval@victorschools.org. The Board will receive all thoughts and comments submitted.

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- 10. Upcoming Events**
 - A. Special Board of Education Meeting the Week of July 20, 2020; Long Term Financial Analysis of Victor Central Schools;**
 - B. Next Regular Board Meeting, August 13, 2020 at 7:15 PM in the Early Childhood School Boardroom;**
 - C. New Teacher Orientation; August 24, 2020 from 8:00 AM – 8:30 AM in the Boardroom**
 - D. Superintendent’s Conference Day (Opening Day for Staff) September 1, 2020 from 8:00 AM – 9:00 AM in the JH/SH Performing Arts Center;**

- ✓ **11. Adjourn**

**Victor Central School District
Organizational Meeting for 2020-2021 School Year
Thursday, July 9, 2020
Proposed Agenda**

I. Appointment of District Officers:

- a. Maureen Goodberlet as Clerk of the Board of Education
- b. Lynne Lubaszewski as District Treasurer
- c. Jill Smith as Deputy District Treasurer
- d. Nicole Ritz as Tax Collector
- e. Susan Reed as Claims Auditor

(District Clerk, District Treasurer, Deputy District Treasurer and Tax Collector may sign the oath at the convenience of the Superintendent.)

II. Appointment of Other Positions:

- a. Dr. Robert J. Tuite as school physician and medical director, Dr. Carl Devore as school physician and Barbara Sullivan as school nurse practitioner and for the 2020-2021 school year
- b. Harris Beach PLLC, Ferrara Fiorenza PC, and Monroe 2 Orleans BOCES as attorneys for the 2020-2021 school year
- c. Veronica Puglisi as Attendance Officer
- d. Jay Schickling as Purchasing Agent
- e. R.L. Anderson - Van Horne Agency as Insurance Consultant
- f. Mengel, Metzger, Barr, CPA as External Auditor
- g. EFPR Group as Internal Auditor
- h. Maureen Goodberlet as Records Access/Management Officer
- i. Christopher Marshall as Asbestos (LEA) Designee
- j. Veronica Puglisi as Title IX/Section 504 Officer
- k. Committee on Preschool Education and Special Education Members:
Julie Bitely, Erin Black, Julie Branieki, Jennifer Check, Anne Clark, Leah Daniels-Farren, Dorothy DiAngelo, Karl Dubash, Brian Gee, Leanne Gmeindl, Melissa Goho, Carrie Goodell, Emily Hopkins- Ives, Tara Hopson, Leah Kedley, Hannah Knight, Michele Maloney, Kathryn Mandile, Scott Miller, Veronica Puglisi, Amy Shannon, Brian Siesto, Kevin Swartz, David Thering, Staci Thibodeau, Amanda Tripp, Dr. Robert Tuite, and Tania Zazulak-Angelini.
- l. Betty Post as Treasurer–Extra Classroom Activities Account
- m. Melissa Goho, Leah Kedley, Michele Maloney, John Ryan, Veronica Puglisi, Amy Shannon, Kristin Swann, and David Thering as Dignity Act Coordinators
- n. John Ryan as the Designated Education Official for the 2020-2021 school year
- o. Angela Affronti as the Data Protection Officer for the 2020-2021 school year
- p. Kristin Swann as the McKinney-Vento Homeless Assistance Act Liaison for the 2020-2021 school year

III. Bonding of Personnel:

- a. \$100,000 coverage endorsement from a blanket bond for each employee
- b. \$1 million policy for District Treasurer, Deputy District Treasurer, Tax Collector, and Claims Auditor
- c. \$500,000 coverage from faithful performance bonds for Accounts Payable Clerk, Payroll Clerk, Assistant Superintendent for Business

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IV. Designations:

- a. BE IT RESOLVED, that any commercial bank and/or trust company, including but not limited to Canandaigua National Bank, Five Star Bank, having offices in New York State or any bank participating in the Insured Cash Sweep (ICS) or Certificate of Deposit Account Registry Services (CDARS) programs be and hereby are designated as the official depositories for the school district funds during the school year 2020-21 and that the maximum amount which may be kept on deposit in any one bank shall not exceed the District’s annual general fund budget.
- b. Designation of The Daily Messenger as official newspaper of the District;
- c. Designation of the second Thursday of each month at 7:15 P.M. as the regular meeting time for the Board of Education with the following exceptions; the March 2021 Board meeting will be held on Wednesday, March 10, 2021 and the April 2021 Board meeting will be held on Thursday, April 15, 2021. The Board of Education work sessions will be scheduled for the fourth Thursday of the month as necessary;
- d. Designation of Thursday, July 8, 2021, as the date of the organizational meeting for the 2021-2022 school year;
- e. Establishment, pursuant to Section 2118 of the Education Law, of the mileage reimbursement rate for employees at an amount equal to the Internal Revenue Service rate.

V. Authorizations:

- a. Authorization for the Assistant Superintendent for Business to certify the payroll
- b. Authorization for the Superintendent or designee and Board President or Vice President to sign contracts for student services (such as health), and tuition contracts, when necessary
- c. Authorization for the Superintendent or designee to approve attendance of instructional and non-instructional staff at conferences for the 2020-2021 school year
- d. Authorization for the Assistant Superintendent for Business to establish the following Petty Cash Accounts:

<u>Account</u>	<u>Amount</u>	<u>Custodian</u>
Senior High School	\$50.00...	Senior High Principal
Junior High School	\$50.00...	Junior High Principal
Intermediate School.....	\$50.00...	Intermediate School Principal
Primary School	\$50.00...	Primary School Principal
Early Childhood School	\$50.00...	Early Childhood School Principal
District Office.....	\$50.00...	School Business Administrator
Transportation Office.....	\$50.00...	Director of Transportation
Event Admissions (competition start-up cash) ..	\$2500.00..	Athletic Director
School Lunch Fund (start-up cash)	\$175.00...	Director of Food Service

- e. Authorization for the following individuals to sign checks on behalf of the School District for the accounts designated:
General and School Lunch, Special Aid, Capital Funds: Assistant Superintendent for Business, District Treasurer, Deputy District Treasurer
Payroll Account: Assistant Superintendent for Business, District Treasurer, Deputy District Treasurer
Extra-Curricular Account: Treasurer-Extra Classroom Activities Account, Assistant Superintendent for Business, District Treasurer, Deputy District Treasurer, and Senior High School Guidance Secretary

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- f. Authorization of Board and District members to participate in professional organizations
- g. Authorize School District employee and officer indemnification under Public Officer's Law §18
- h. Approval of the following job titles/departments requiring District-owned cell phones:
Superintendent of Schools, Technology Department, Night Custodian, Director of Transportation, and Substitute Caller
- i. Authorization for the President or a Vice President of the Board of Education to independently appoint an Impartial Hearing Officer as necessary for any impartial hearing regarding the placement of a special education student
- j. Authorization for the Superintendent or designee to make all necessary budget transfers in accordance with Section 170.2 (1) of the Commissioner's Regulations and Board Policy 6150

VI. **Other Items:**

- a. Authorization for the Assistant Superintendent for Business, District Treasurer or Deputy District Treasurer to execute wire transfers of District funds
- b. Authorization for the Superintendent to employ staff members pending Board approval at its next regular meeting
- c. Authorization for the District to participate in all BOCES Cooperative and County Bids for the 2020-2021 school year
- d. Authorization of the Superintendent and the Assistant Superintendent for Business, District Treasurer or Deputy District Treasurer to jointly confer, and then invest - if deemed appropriate - such portions of the District money available for time deposit accounts, certificates of deposit, short term government securities, or other investments permitted by law
- e. Authorization of the Superintendent to apply for State and Federal Grants in Aid
- f. Authorization for Board of Education members to attend conferences, conventions and workshops with expenses paid by the School District
- g. Authorization for Superintendent to purchase consultant and professional services;
- h. Authorization for Assistant Superintendent for Personnel, or (alternate) Assistant Superintendent for Business to sign Civil Service Reports of Personnel Change
- i. Establishment of the compensation rate for members of the Board of Registration and for election inspectors and clerks at minimum wage
- j. Appointment of the following individuals to the Board of Registration for the 2020-2021 school year: Carrie Fagan, Linda Tice and Nancy Mancuso;
- k. Establishment of the following per diem and substitute rates for the 2020-2021 school year:

<u>Position</u>	<u>2020-2021</u>
Aide Substitute	\$11.80 per hour (\$12.50 per hour 12/30/20)
Accompanist	\$50.00 per hour (2 hour maximum)
Administrator	\$375 per day
Auto (Bus) Mechanic Substitute	\$17.59 per hour
Bus Driver Substitute	\$14.50 per hour
Bus Driver Trainee	\$11.80 per hour (\$12.50 per hour 12/30/20)
Business Office Support	\$14.50 per hour
Bus Monitor Substitute	\$11.80 per hour (\$12.50 per hour 12/30/20)
Summer Bus Monitor Substitute (Certified Bus Driver Rate)	\$14.40 per hour
Cleaner Substitute	\$11.80 per hour (\$12.50 per hour 12/30/20)
Clerk/Secretary Substitute	\$13.36 per hour
Driver Education Teacher	\$38.25 per hour

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Driver Education Coordinator	\$500.00 per session (3 sessions total)
Food Service Helper Substitute	\$11.80 per hour (\$12.50 per hour 12/30/20)
Food Service Laborer Substitute	\$11.80 per hour (\$12.50 per hour 12/30/20)
Groundskeeper Substitute	\$11.80 per hour (\$12.50 per hour 12/30/20)
Life Guard (Junior Per Diem Status)	\$11.80 per hour (\$12.50 per hour 12/30/20)
Life Guard (Senior Per Diem Status)	\$14.57 per hour
Mechanic Helper Substitute	\$16.50 per hour
Messenger Substitute	\$11.80 per hour (\$12.50 per hour 12/30/20)
Nurse Substitute	\$133.00 per day
Pool Supervisor	\$16.83 per hour
Summer Grounds Helper	\$11.80 per hour (\$12.50 per hour 12/30/20)
Student Worker	\$11.80 per hour (\$12.50 per hour 12/30/20)
Teacher (Per diem) NYSTRS Retiree	\$130.00 per day
Teacher (Per diem) Certified Substitute	\$105.00 per day
Teacher (Per diem) Un-Certified Substitute	\$95.00 per day
Teacher (Short-term Substitute)	\$198.00-\$208.00 per day
Traffic Support	\$12.51 per hour
Translator (Temporary Assignment)	\$39.75 per hour

- l. Review of all Board of Education Policies
- m. Review policies including Investments (6240), Purchasing (6700), Code of Conduct (5300), and Parent and Family Engagement (1900) as required by law
- n. The Board shall also review building-level student attendance data as required under Commissioner's Regulations section 104.1, and if the data shows a decline in attendance rates, shall review its policy on Attendance (5100)
- o. Authorization of the Annual Professional Performance Review (APPR) Principal/Teacher Lead Evaluator Resolutions
- p. Civil Service Standard Work Hours Resolution; BE IT RESOLVED, that the Victor Central School District hereby establishes standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system.

Investments

The objectives of the District's investment policy are to safeguard District funds and to minimize risk, so that investments mature when cash is required to finance operations and to receive a competitive rate of return. In accordance with this policy, the Treasurer or his/her designee is authorized to invest and/or deposit all funds, including proceeds of obligations and reserve funds, in time-deposit accounts, certificates of deposit, short-term government securities, repurchase agreements or other investment instruments permitted by law, subject to the investment regulations approved by the Board of Education.

To the extent feasible, investments and deposits shall be made in and through local or regional financial institutions. Concentration of investments in a single financial institution should be avoided. Diversification of investments and deposits is encouraged. Investments may be made either directly from an authorized trading partner, or by participation in a cooperative investment agreement with other authorized municipal corporations pursuant to General Municipal Law Article 5-G and in accordance with General Municipal Law Article 3-A.

This policy will be annually reviewed by the Board and may be amended from time to time in accordance with the provisions of section 39 of the General Municipal Law.

Policy References:

Education Law 1604-a; 1723-a; 3651; 3652

Local Finance Law 24.00, 25.00, 65.00

General Municipal Law 6-d; 6-j; 6-1-n; 6-p; 6-r; 10;11;39

Adoption Date: 1/12/2006, Revised: 11/10/2010, 3/8/2018

6000 - Fiscal Management

Purchasing

The Board of Education views purchasing as serving the educational program by providing necessary supplies, equipment and related services. Purchasing will be centralized in the business office under the general supervision of the Purchasing Agent designated by the Board. The Purchasing Agent (School Business Administrator) has the authority to prepare, advertise and open bids for all purchase contracts and contracts for public work, if formal competitive bidding is required by Section 103 of the General Municipal Law. The authority to sign purchase orders for the District is vested in the School Business Administrator. The School Business Administrator shall approve all bills before they are presented to the Board for payment approval.

It is the goal of the Board to purchase competitively, without prejudice or favoritism, and to seek the maximum educational value for every dollar expended. Competitive bids or quotations shall be solicited in connection with purchases pursuant to law. The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Purchases of the same commodity cannot be artificially divided for the purpose of avoiding the threshold. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

The District's purchasing activity will strive to meet the following objectives:

1. to effectively supply all administrative units in the school system with needed materials, supplies, and contracted services;
2. to obtain materials, supplies and contracted services at the lowest prices possible consistent with the quality and standards needed as determined by the Purchasing Agent in conformance with state law and regulation and in cooperation with the requisitioning authority. The educational and physical welfare of the students is the foremost consideration in making any purchase;
3. to determine that all purchases fall within the framework of budgetary limitations and that they are consistent with the educational goals and programs of the District;
4. to maintain an appropriate and comprehensive accounting and reporting system to record and document all purchasing transactions; and
5. to, verify through the use of proper internal controls, that loss and/or diversion of District property is prevented.

Opportunities shall be provided to all responsible suppliers to do business with the School District. Suppliers whose place of business is situated within the District may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality and other factors.

Where permitted by law, purchases may be made through available cooperative BOCES bids, or by "piggybacking" onto contracts of the United States or agencies thereof or the federal General Services Administration (GSA), the New York State Office of General Services (OGS), departments or agencies of New York State, any New York State county, or any state or any county or political subdivision or district therein, whenever such purchases are in the best interests of the District or will result in cost savings to the District. In addition, the District will make purchases from correctional institutions and severely disabled persons through charitable or non-profit-making agencies, as provided by law.

It is the District's responsibility to review each "piggybacking" contract corresponding to a proposed purchase, upon the advice of counsel as necessary, to determine whether the original contract does not conflict with state law or regulation, and meets the following requirements:

1. The contract must have been let by the United States, or any agency thereof, any state, or any other political subdivision or district therein;
2. The contract must have been made available for use by other governmental entities; including New York State local governments;
3. The contract must have been let to the lowest responsible bidder or on the basis of best value, in a manner consistent with General Municipal Law §103. Those main elements are: (a) public solicitation of bids or offers; (b) secure or confidential bids or offers; (c) use of a common standard for bidders or offers to compete fairly; and (d) awarded to the lowest responsible bidder, or responsible offeror of best value, which optimizes quality, cost and efficiency.

In accordance with law, the District shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats. The term "alternative format" shall mean any medium or format for the presentation of instructional materials, other than a traditional print textbook, that is needed as an accommodation for a disabled student enrolled in the District (or program of a BOCES), including but not limited to Braille, large print, open and closed captioned, audio, or an electronic file in a format compatible with alternative format conversion software that is appropriate to meet the needs of the individual student.

The Board is also aware of the need to reduce exposure of students and staff to potentially harmful chemicals and substances used in cleaning and maintenance. In accordance with law, regulation and guidelines set forth by the Office of General Services (OGS), the District will purchase and utilize environmentally sensitive cleaning and maintenance products in its facilities whenever feasible. Cleansers purchased must, first and foremost, be effective so that the District may continue to purchase non-green products as necessary. Environmentally sensitive cleaning and maintenance products will be procured in accordance with standard purchasing procedures as outlined in this policy and regulation.

In order to maintain that the District avails itself of advantageous purchasing opportunities, the Board authorizes the Purchasing Agent to represent the District in applying for federal programs designed to discount prices for goods and services. Specifically, the Purchasing Agent will abide by the rules and regulations associated with applying for telecommunications service discounts through the Universal Service Fund (E-Rate), in addition to complying with the local purchasing policies set forth by the Board. As with all purchasing activity, appropriate documentation of the application and purchase through any federal program will be maintained by the business office.

Competitive Bidding

Purchase contracts and public works contracts subject to competitive bidding will be awarded to the lowest responsible bidder, however, the Board authorizes that the purchase contracts may be awarded on the basis of best value, as defined in State Finance Law §163. Other exceptions to competitive bidding are outlined below.

In addition, the Board authorizes the receipt of sealed bids for purchase contracts in electronic format, pursuant to the provisions of General Municipal Law §103(1) which addresses proper documentation, authentication, security, and confidentiality of electronic bids.

The District shall comply with the requirements of General Municipal Law §103-g, which prohibits, with few exceptions, competitive bidding contracts with entities that invest significantly in the Iranian energy sector, as outlined in the regulation.

Exceptions to Competitive Bidding

Competitive bidding, even if the dollar value of the purchase meets the threshold established above, is not required in the following circumstances:

1. emergencies where time is a crucial factor;
2. procurements for which there is no possibility of competition (sole source items);
3. professional services that require special skill or training (see policy 6741 for guidance on purchasing professional services);
4. purchases such as surplus or second-hand items from governmental entities, certain food and milk items, or goods and services from municipal hospitals; or
5. where the District is purchasing through (or is "piggybacking" onto) the contract of another governmental entity, where the original contract complies with the requirements of New York State law for competitive bidding.

Purchasing when Competitive Bidding Not Required

Goods and services which are not required by law to be procured by the District through competitive bidding will be procured in a manner so as to maintain the prudent and economical use of public monies, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

Alternative proposals or quotations will be secured by requests for proposals, written or verbal quotations or any other appropriate method of procurement, except for procurements:

1. under a county contract;
2. under a BOCES contract;
3. under a state contract;
4. under a federal contract;
5. under a contract of another political subdivision;
6. of articles manufactured in state correctional institutions; or
7. from agencies for the blind and severely disabled.

"Piggybacking" onto the contract of other governmental agencies is permitted where the original contract is in conformance with the goals of this section.

The District will provide justification and documentation of any contract awarded to an offeror other than the lowest responsible dollar offeror, setting forth the reasons why such award is in the best interests of the District and otherwise furthers the purposes of section 104-b of the General Municipal Law.

General Purchasing Provisions

The Superintendent of Schools, with the assistance of the Purchasing Agent, shall be responsible for the establishment and implementation of the procedures and standard forms for use in all purchasing and related activities in the District. Such procedures shall comply with all applicable laws and regulations of the state and the Commissioner of Education.

Comments will be solicited from those administrators involved in the procurement process before enactment of the District's policies regarding purchasing and from time to time thereafter. The policies must then be adopted by Board resolution. All District policies regarding the procurement processes will be reviewed by the Board at least annually.

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the District's policies regarding procurement will not be grounds to void action taken nor give rise to a cause of action against the District or any officer or employee of the District.

Conflict of Interest

No District officer or employee will have an interest in any contract with the District when such employee has the authority or the responsibility to negotiate, prepare, authorize or approve a contract or authorize or approve its payment, audit bills or claims, or appoint an officer or employee who has any of these responsibilities. Any officer or employee who has or acquires an interest in any actual or proposed contract with the District shall publically disclose the nature and extent of such interest in writing. This written disclosure will be kept on file.

No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a Federal award if there is a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, or any member of his or her immediate family, partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees or agents can neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Disciplinary actions will be applied for violations of such standards.

Policy References:

Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 (Public Law 111-195)

Education Law §§305(14); 409-i; 1604(29-a); 1709(4-a), (9), (14), (22); 2503(7-a); 2554(7-a)

General Municipal Law Sections §§102; 103-g;104, 104-b;109-a; 800 et seq.

State Finance Law §§97-g(3), (4), (5); 163; 163-b; 165-a

County Law §408-a(2)

8 NYCRR Part 114

Cross Ref:

6710 - Purchasing Authority

6740 - Purchasing Procedures

6741 - Contracting For Professional Services

Adoption Date: 1/12/2006, Revised 5/13/2010, 09/09/2010, 07/12/2018

6000 - Fiscal Management

Victor Central School District Code of Conduct Table of Contents

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Victor Central School District Code of Conduct

5300.05 Introduction

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

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

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

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

This code was developed in consultation with teachers, administrators, school board members, other school service professionals, students and parents/legal guardians. This code is also compliant with the Dignity for All Students Act (Dignity Act).

The intent of the amended Dignity Act is to provide all public school students with an environment free from harassment, bullying (including cyberbullying) and discrimination, as well as to foster civility in public schools. The Dignity Act focuses on the prevention of discriminatory behaviors, including harassment/bullying, through the promotion of educational measures meant to positively impact school culture and climate.

5300.10 Definitions

For purposes of the code, the following definitions apply.

“Cyberbullying” means harassment/bullying, as defined below, through any form of electronic communication including, but not limited to, email, Instant messaging, blogs, chat rooms, cell phones, gaming systems and social media to deliberately harass or threaten others.

“Disability” means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held.

“Discrimination” means discrimination against any student by a student or students and/or employee or employees on school property or at a school function including, but not limited to,

discrimination based on a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.

“**Disruptive student**” means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom or an administrator’s authority over a school building.

“**Emotional harm**” that takes place in the context of “harassment or bullying” means harm to a student’s emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student’s education.

“**Employee**” means any person receiving compensation from a school district or employee of a contracted service provider or worker placed within the school under a public assistance employment program, pursuant to title 9-B of article 5 of the Social Services Law, and consistent with the provisions of such title for the provision of services to such district, its students or employees, directly or through contract, whereby such services performed by such person involve direct student contact.

“**Gender**” means a person’s 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/bullying**” (as defined in Education Law §11(7)) means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying (as defined in Education Law §11(8)), that

- 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; or
- b) reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety; or
- 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.

For purposes of this definition, the term “threats, intimidation or abuse” shall include verbal and non-verbal actions.

Acts of harassment and bullying that are prohibited include those acts based on a person’s actual or perceived membership in the following groups including, but not limited to:

- race
- color

- weight
- national origin
- ethnic group
- religion
- religious practice
- disability
- sex
- sexual orientation
- gender (which includes a person’s actual or perceived sex, as well as gender identity and expression).

“**Parent**” means parent, guardian, or person in parental relation to a student.

“**School Bus**” means every motor vehicle owned by a public or government 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 function**” means any school-sponsored event or extra-curricular activity.

“**School property**” means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school, including property owned by the District or used by the District for school activities or functions, or in or on a school bus, as defined in Vehicle and Traffic Law §142.

“**School rules**” means all District and Board of Education policies, rules, regulations and procedures, including this code.

“**Sexual orientation**” means actual or perceived heterosexuality, homosexuality or bisexuality.

“**Student**” means any person between the ages of 4 and 21 who is enrolled in an educational program.

“**Violent student**” means a student under 21 who:

1. Commits an act of violence upon a school employee, or attempts to do so.
2. Commits, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at the school function, or attempts to do so.
3. Possesses, while on school property or at a school function, a weapon.
4. Displays, while on school property or at a school function, what appears to be a weapon.
5. Threatens, while on school property or at a school function, to use a weapon.
6. Knowingly and intentionally damages or destroys the personal property of any student, school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys School District property.

“**Weapon**” means a firearm as defined in 18 USC §921 for purposes of the Gun-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, cane sword, electronic dart gun, Kung Fu star, electronic stun

gun, pepper spray or other noxious spray, explosive or incendiary bomb, or other device, instrument, material or substance that can cause physical injury or death when used to cause physical injury or death. In addition, this code further prohibits the possession or display of any toy, facsimile or replica of a weapon.

5300.15 Student Rights and Responsibilities

A. Student Rights

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

1. Take part in all District activities on an equal basis regardless of race, weight, color, creed, national origin, ethnic group, religion, religious practice, gender or sexual orientation or disability.
2. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
3. Access school policies, regulations and rules and, when necessary, receive an explanation of those rules from school personnel.

B. Student Responsibilities

All District students have the responsibility to:

1. Act in an empathetic and respectful manner toward others while on school property.
2. Contribute to maintaining a safe, supportive and orderly school environment that is conducive to learning.
3. Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.
4. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
5. Ask questions when they do not understand.
6. Seek help in solving problems.
7. Dress appropriately for school and school functions (as outlined in respective handbooks).
8. Accept responsibility for their actions.
9. Be familiar with and abide by District policies, rules and regulations dealing with student conduct.
10. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
11. Work to develop mechanisms to manage their anger.
12. Conduct themselves as representatives of the District when participating in or attending school-sponsored extracurricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.
13. Inform school officials of knowledge of potential safety issues.
14. Promptly report violations of the code of conduct to a teacher, school counselor, administrator or appropriate staff member.
15. Use technology resources, including the Internet and email, in a responsible manner.

5300.20 Essential Partners

A. Parents

All parents are required to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community and collaborate with the 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 excused.
5. Ensure their children be dressed and groomed in a manner consistent with the student dress code (policy 5300.25).
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know and comply with 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 District.
9. Build positive, constructive relationships with teachers, other parents 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. Inform school officials of knowledge of potential safety issues.
14. Promptly report violations of the code of conduct to a teacher, school counselor, administrator or appropriate staff member.
15. Maintain appropriate boundaries with students, staff and all others on District property and/or at District events.

B. Teachers

All District teachers are required to:

1. Maintain a climate of mutual respect and dignity for all regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression), which will strengthen students' self-concept and promote confidence to learn.
2. Know school policies and rules, and enforce them in a fair and consistent manner.
3. Be prepared to teach.
4. Demonstrate interest in teaching and concern for student achievement.
5. Communicate to students and parents:
 - a) Course objectives and requirements
 - b) Marking/grading procedures
 - c) Assignment deadlines
 - d) Expectations for students
 - e) Classroom discipline plan
6. Communicate regularly with students, parents and other teachers concerning students' growth and achievement.
7. Maintain confidentiality in accordance with federal and state law.

8. Work towards strengthening students' social and emotional well being.
9. Inform school officials of knowledge of potential safety issues.
10. Work with administrators in enforcing the code of conduct and ensuring that all issues are addressed promptly and fairly.
11. Promptly report violations of the code of conduct to a school counselor, administrator or appropriate staff member.
12. Participate in school-wide efforts to provide adequate supervision in all school spaces, in conformity with the Taylor Law (Public Employees Fair Employment Act).
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 function.
14. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
15. Maintain appropriate boundaries with students, staff and all others on District property and/or at District events.

C. School Counselors, School Psychologists and School Social Workers

All school counselors, school psychologists and social workers are required to:

1. Maintain a climate of mutual respect and dignity for all regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression), which will strengthen students' self-concept and promote confidence to learn.
2. Know school policies and rules, and enforce them in a fair and consistent manner.
3. Encourage students to benefit from the curriculum and extracurricular programs.
4. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
5. Work towards strengthening students' social and emotional well being.
6. Initiate conferences, with necessary parties, as a way to resolve problems.
7. Regularly review with students their educational progress and career plans.
8. Maintain confidentiality in accordance with federal and state law.
9. Provide information to assist students with career planning.
10. Make known to students and families the resources in the community that are available to meet their needs.
11. Inform school officials of knowledge of potential safety issues.
12. Work with administrators in enforcing the code of conduct and ensuring that all issues are addressed promptly and fairly.
13. Participate in school-wide efforts to provide adequate supervision in all school spaces.
14. 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 function.
15. Address personal biases that may prevent equal treatment of all students.
16. Maintain appropriate boundaries with students, staff and all others on District property and/or at District events.

D. School Resource Officer ("SRO")

The School Resource Officer is required to:

1. Maintain a climate of mutual respect and dignity for all regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability,

- sex, sexual orientation, or gender (including gender identity and expression), which will strengthen students' self-concept and promote confidence to learn.
2. Know school policies and rules, and enforce them in a fair and consistent manner.
 3. Promote a safe and orderly school environment.
 4. Educate students, staff and parents on matters of safety and law.
 5. Work towards strengthening students' social and emotional well being.
 6. Assist students in coping with peer pressure and emerging personal problems.
 7. Ensure that students, staff, and parents have the opportunity to communicate regularly with the SRO and to approach the SRO for resolution of conflicts.
 8. Maintain confidentiality in accordance with federal and state law.
 9. Inform administration of knowledge of potential safety issues.
 10. Be responsible for enforcing matters of law and ensuring that all issues are addressed promptly and fairly.
 11. Work with the Superintendent and administrators in enforcing the code of conduct and ensuring that all issues are addressed promptly and fairly.
 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 function
 14. Address personal biases that may prevent equal treatment of all students.
 15. Maintain appropriate boundaries with students, staff and all others on District property and/or at District events.

E. Other School Personnel

All other school personnel are required to:

1. Maintain a climate of mutual respect and dignity for all regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression), which will strengthen students' self-concept and promote confidence to learn.
2. Know school policies and rules, and enforce them in a fair and consistent manner.
3. Maintain confidentiality in accordance with federal and state law.
4. Inform school officials of knowledge of potential safety issues.
5. Work with administrators in enforcing the code of conduct and ensuring that all issues are addressed promptly and fairly.
6. Help children understand the District's expectations for maintaining a safe, orderly environment.
7. Participate in school-wide efforts to provide adequate supervision in all school spaces.
8. 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 function.
9. Address personal biases that may prevent equal treatment of all students.
10. Maintain appropriate boundaries with students, staff and all others on District property and/or at District events.

F. District Administrators

District administrators are required to:

1. Maintain a climate of mutual respect and dignity for all regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability,

- sex, sexual orientation, or gender (including gender identity and expression), which will strengthen students' self-concept and promote confidence to learn.
2. Know school policies and rules, and enforce them in a fair and consistent manner.
 3. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
 4. Support the development of and student participation in appropriate extracurricular activities.
 5. Evaluate all instructional programs on a regular basis.
 6. Ensure that students, staff and parents have the opportunity to communicate regularly with administrators and to approach administrators for resolution of conflicts.
 7. Maintain confidentiality in accordance with federal and state law.
 8. Review Board policies and state/federal laws relating to school operations and management.
 9. Provide support in the development of the code of conduct, when called upon.
Disseminate the code of conduct and anti-harassment policies.
 10. Work with the Superintendent in enforcing the code of conduct and ensuring that all issues are addressed promptly and fairly.
 11. Participate in school-wide efforts to provide adequate supervision in all school spaces.
 12. 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 function.
 13. Address personal biases that may prevent equal treatment of all students and staff.
 14. Maintain appropriate boundaries with students, staff and all others on District property and/or at District events.

G. Superintendent

The Superintendent is required to:

1. Maintain a climate of mutual respect and dignity for all regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression), which will strengthen students' self-concept and promote confidence to learn.
2. Know school policies and rules, and enforce them in a fair and consistent manner.
3. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
4. Support the development of and student participation in appropriate extracurricular activities.
5. Evaluate all instructional programs on a regular basis.
6. Ensure that students, staff and parents have the opportunity to communicate regularly with administrators and to approach administrators for resolution of conflicts.
7. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
8. Review with District administrators Board of Education policies and state/federal laws relating to school operations and management.
9. Maintain confidentiality in accordance with federal and state law.
10. Inform the Board about educational trends relating to student discipline.
11. Work with District administrators in enforcing the code of conduct and ensuring that all issues are resolved promptly and fairly.
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 function.
14. Address personal biases that may prevent equal treatment of all students and staff.
15. Maintain appropriate boundaries with students, staff and all others on District property and/or at District events.

H. Board of Education

Members of the Board of Education are required to:

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression).
2. Maintain confidentiality in accordance with federal and state law.
3. Develop and recommend a budget that provides programs and activities that support achievement of the goals of the code of conduct.
4. Know school policies and rules, and enforce them in a fair and consistent manner.
5. Collaborate with students, teachers, administrators, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, District personnel and visitors on school property and at school functions.
6. Adopt and review the District's code of conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation annually.
7. Lead by example by conducting Board meetings in a professional, respectful, courteous manner.
8. 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 function.
9. Address personal biases that may prevent equal treatment of all students and staff.
10. Maintain appropriate boundaries with students, staff and all others on District property and/or at District events.

I. The Dignity Act Coordinators

The Dignity Act also requires that at least one staff member at every school be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex.

The Dignity Act Coordinator is expected to:

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression).
2. Oversee and coordinate the work of the District-wide and building-level Bullying Prevention Committees.
3. 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.
4. Coordinate, with the Professional Development Committee, training in support of the Bullying Prevention Committees.

5. Be responsible for monitoring and reporting on the effectiveness of the District's bullying prevention policy.
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 function.
7. Address personal biases that may prevent equal treatment of all students.

The Dignity Act Coordinators are as follows:

- | | | |
|----------------------------|-----------------|-------------------------|
| • Early Childhood School | Melissa Goho | (585)924-3252 ext. 6102 |
| • Primary School | Leah Kedley | (585)924-3252 ext. 2405 |
| • Intermediate School | Michele Maloney | (585)924-3252 ext. 3405 |
| • Junior High School | David Thering | (585)924-3252 ext. 4402 |
| • Senior High School | Amy Shannon | (585)924-3252 ext. 5410 |
| | John Ryan | (585)924-3252 ext. 5475 |
| • District Wide Pre-K - 12 | Roni Puglisi | (585)924-3252 ext. 1450 |
| • District Wide Pre-K - 12 | Kristin Swann | (585)924-3252 ext. 1405 |

5300.25 Student Dress Code

Students and parents have the right to determine how the student shall dress providing that such attire is not destructive to school property, complies with requirements for health and safety and standard of decency within the community. Appropriate student dress is required at all instructional times and District-sponsored events (i.e. extracurricular events, prom, etc.). The administration is authorized to take action in instances where individual dress does not meet stated requirements.

In addition, student dress shall:

1. Be safe, appropriate and not disrupt or interfere with the educational process.
2. Recognize that extremely brief garments including but not limited to tube tops, net tops, halter tops, spaghetti straps, plunging necklines (front and/or back) and see-through garments are not appropriate.
3. Ensure that undergarments are completely covered with outer clothing.
4. Not include clothing, pins, signs, or jewelry that are unsafe, and/or violate decency.
5. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
6. Not include the wearing of hats or other head coverings, except for a medical or religious purpose, unless approved by a building administrator.
7. Not include items or markings that are vulgar, obscene, libelous or denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation or disability.
8. Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities.

Each principal or his/her designee shall be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year.

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

shall be subject to further discipline, up to and including out of school suspension.

5300.30 Prohibited Student Conduct

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, District personnel and other members of the school community, and for the care of school facilities and equipment.

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

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

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

A. Engage in conduct that is disorderly

Examples of disorderly conduct include but are not limited to:

1. Running in hallways.
2. Making unreasonable noise.
3. Using language, gestures, or visual images that are profane, lewd, vulgar or abusive.
4. Obstructing vehicular or pedestrian traffic.
5. Engaging in any willful act which disrupts the normal operation of the school community.
6. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
7. Computer/electronic communications misuse, including any unauthorized use of computers, software, recording devices, cell phones or internet/intranet accounts; accessing inappropriate websites; or any other violation of District policy.

B. Engage in conduct that is insubordinate

Examples of insubordinate conduct include but are not limited to:

1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
2. Lateness for, missing or leaving school without permission.
3. Skipping assigned detention and/or assigned tutoring sessions.

C. Engage in conduct that is disruptive

Examples of disruptive conduct include, but are not limited to:

1. Continually impeding the teaching and learning process.
2. Continually interfering with the teacher's authority over the classroom.
3. Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
4. Inappropriate public sexual contact.

5. Display or use of personal electronic devices, such as, but not limited to cell phones, iPods, digital cameras, in a manner that is in violation of District policy.

D. Engage in conduct that is violent

Examples of violent conduct include but are not limited to:

1. Committing an act of violence (such as biting, hitting, kicking, punching and scratching) upon another student, teacher, administrator or other school employee or attempting or threatening to do so.
2. Committing an act of violence that results in physical injury or depraved indifference to another person on school property or attempting or threatening 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.
5. Threatening to use any weapon.
6. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other District employee or any person on school property, including graffiti or arson, or threatening or attempting to do so.
7. Intentionally damaging or destroying School District property.

E. 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. Lying to school personnel.
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. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function.
4. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them.
5. Discrimination, which includes the use of race, color, creed, national origin, ethnic group, religion, religious practice, sex, gender (identity and expression), sexual orientation, weight or disability as a basis for treating another in a negative manner.
6. Harassment, which includes a sufficiently severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be or which a reasonable person would perceive as ridiculing or demeaning. Harassment is also the creation of a hostile environment. (See policy 0115, Student Harassment and Bullying Prevention and Intervention for a more complete definition.)
7. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
8. Bullying, including cyberbullying, which consists of inappropriate persistent behavior including threats or intimidation of others, treating others cruelly, terrorizing, coercing, or habitual put-downs and/or badgering others. (See policy 0115 for a more complete definition.)
9. Hazing, which includes an induction, initiation or membership process involving harassment. (See policy 0115 for a more complete definition.)
10. Selling, using, transmitting or possessing obscene material.
11. Using vulgar or abusive language or visual images, cursing or swearing.

12. Possessing, using, selling, distributing or exchanging any tobacco product.
13. Possessing, using, selling, distributing or exchanging any smoking and/or vaping device and/or paraphernalia.
14. 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, substances commonly referred to as "designer drugs", and substances marked not for "human consumption".
15. Inappropriately using or sharing prescription and over-the-counter drugs.
16. Possessing, consuming, selling, distributing or exchanging any substance that alters perception or behavior, reducing that individual's ability to function appropriately in the academic environment.
17. Gambling.
18. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner either in person, via photos or electronically.
19. Initiating a report warning of fire, bomb threat or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
20. Using any technological devices to inappropriately photograph, record, or videotape another person without the consent of those present.
21. Using an unmanned aerial vehicle (also known as a drone) or any remote controlled aircraft on school property or during any school functions without obtaining prior written permission from the District's Superintendent and demonstrating compliance with any and all applicable Federal Aviation Administration rules and regulations.

F. Engage in misconduct while on a school bus

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

G. 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. Assisting another student in any of the above actions.

H. Engage in off-campus misconduct that interferes with, or can reasonably be expected to substantially disrupt the educational process in the school or at a school function

Examples of such misconduct include but are not limited to:

1. Cyberbullying.
2. Threatening, hazing, and harassing students or school personnel over the phone or the internet.
3. Using message boards to convey threats, derogatory comments or post pornographic pictures of students or school personnel.

I. Engage in inappropriate use of technology, such as the Internet, email, or social media

1. In a manner that violates local, state, or federal laws, including, but not limited to, those pertaining to, intellectual property, harassment, discrimination, bullying, defamation, or unauthorized access to any computer system (including so called “hacking”);
2. In a manner that disrupts or damages hardware or software, such as virus creation, planting, transmission or sabotage;
3. In a manner that violates District policy, rule, regulation or the Code of Conduct;
4. In a manner that violates the privacy rights or the respect of the student or others (e.g., sharing password information, photographs, or other personal information);
5. To access sexually oriented/adult oriented chat rooms bulletin boards or sexually explicit sites, or any chat rooms inappropriate for minors;
6. To access dangerous information that if acted upon could cause damage to persons or property; and/or
7. To buy or sell products or services or otherwise use the resources for personal profit or gain.

5300.35 Reporting Violations

All students are expected to promptly report violations of the code of conduct to a teacher, school counselor, administrator or appropriate staff member.

All District staff who are authorized to impose disciplinary sanctions (policy 5300.40) are expected to do so in a prompt, fair and lawful manner. District staff who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the code of conduct to a supervisor who is authorized to act.

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

The principal or his/her designee must notify parents and the appropriate local law enforcement agency of those code violations that constitute a crime and substantially affect the order or security of a school as soon as practical, but in no event later than the close of business the day the principal or his/her designee learns of the violation. Parent notification may be made by telephone, followed by a letter mailed within 24 hours. The notification must identify the student and explain the conduct that violated the code of conduct and constituted a crime.

5300.40 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 disciplinary penalties 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 parents, teachers and/or others, as appropriate
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 penalty 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. Discipline, if warranted, shall be administered consistent with the separate requirements of this code of conduct for disciplining students with a disability or presumed to have a disability. A student identified as having a disability shall not be disciplined for behavior related to his/her disability.

A. Disciplinary Consequences

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

1. Oral warning – any member of the District staff
2. Disciplinary referrals to parent – bus driver, hall and lunch monitors (through administrator), coaches, school counselors, teachers, principal, Superintendent
3. Detention – teachers, principal, Superintendent
4. Suspension from transportation – Director of Transportation, principal, Superintendent
5. Suspension from athletic participation – coaches, Athletic Director, principal, Superintendent
6. Suspension from social or extracurricular activities – activity advisor, principal, Superintendent
7. Suspension of other privileges – principal, Superintendent
8. In-school suspension – principal, Superintendent
9. Removal from classroom – teachers, principal
10. Short-term (five days or less) suspension from school – principal, Superintendent, Board of Education
11. Long-term (more than five days) suspension from school – principal, Superintendent, Board of Education.
12. Permanent suspension from school – Superintendent, Board of Education.

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 penalty.

Students who are to be given penalties other than an oral warning or disciplinary referrals to their parents are entitled to additional rights before the consequence is imposed. These additional rights are explained below.

1. Detention

Teachers, principals, and the Superintendent may use after school (beyond the regular school day) detention as a consequence for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention will be imposed as a consequence only after the student's parent has been notified to confirm that there is no conflict with the time/date of the detention and that the student has appropriate transportation home following detention.

If a student receives detention during a non-instructional period of the day, the student's parent will be notified and transportation home will be provided.

2. Suspension from transportation

If a student does not conduct himself/herself properly on a bus, the bus driver is expected to bring such misconduct to the principal's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the principal, Director of Transportation, Superintendent, or their designees. In such cases, the student's parent will become responsible for seeing that his/her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance, the District will make appropriate arrangements to provide for the student's education.

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

3. Suspension from athletic participation, extracurricular 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 parent will be provided with a reasonable opportunity for an informal meeting with the appropriate District official and/or the Athletic Standards Review Board imposing the suspension to discuss the conduct and the consequence involved.

4. In-school suspension

The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes principals/designees and the Superintendent/designee to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension."

A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal meeting with the District official imposing the in-school suspension to discuss the conduct and the consequence involved.

5. Teacher disciplinary removal of disruptive students

A student's behavior can affect a teacher's ability to teach and make it difficult for other students in the classroom to learn. In most instances, the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an

opportunity to regain his/her composure and self-control in an alternative setting. Such practices may include, but are not limited to:

- short-term “time out” in a classroom or in an administrator’s office with a staff member present;
- sending a student into the hallway briefly;
- sending a student to the principal’s office for the remainder of the class time only; or
- sending a student to a school counselor or other District staff member for counseling.

Time-honored classroom management techniques such as these do not constitute disciplinary removals for purposes of this code.

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

A classroom teacher may remove a disruptive student from class for up to two class periods, as outlined in the procedures that follow. The removal from class applies to the class of the removing teacher only. A removed student shall be sent to the principal’s office.

If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why he/she is being removed and an opportunity to explain his/her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class.

If the student poses a danger or ongoing threat of disruption to persons or property, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he/she was removed from the classroom and give the student a chance to present his/her version of the relevant events within 24 hours.

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

Within 24 hours after the student’s removal, the principal or another District administrator designated by the principal must notify the student’s parents that the student has been removed from class and why. The notice must also inform the parent that he/she has the right, upon request, to an informal meeting with the principal or the principal’s designee to discuss the reasons for the removal. A written copy of this information will follow.

The principal may require the teacher who ordered the removal to attend the informal meeting in accordance with contractual requirements.

If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal.

The principal or the principal's designee may overturn the removal of the student from class if the principal finds any one of the following:

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

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

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

Each teacher must keep a complete log for all cases of removal of students from his/her class. The principal must keep a log of all removals of students from class.

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

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 retains its authority to suspend students, but places primary responsibility for the suspension of students with the Superintendent and the principals.

Any staff member may recommend to the principal or the Superintendent that a student be suspended. All staff members must immediately report and refer a violent student to the principal or the Superintendent for a violation of the code of conduct. 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 or 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 (5 days or less) suspension from school

When the Superintendent, Assistant Superintendent or principal (referred to as the “suspending authority”) proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student’s parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.

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

The notice and opportunity for an informal meeting 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 meeting shall take place as soon after the suspension as is reasonably practicable.

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

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

When the Superintendent or principal determines that a suspension for more than five days may be warranted, he/she shall give reasonable notice to the student and the student’s parents of their right to a fair hearing. At the hearing, the student shall have

the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his/her behalf.

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

An appeal of the decision of the Superintendent may be made to the Board that will make its decision based solely upon the record before it. All appeals to the Board must be in writing and submitted to the District Clerk within 30 business days of the date of the Superintendent's decision. The Board may adopt in whole or in part the decision of the Superintendent. Final decisions of the Board may be appealed to the Commissioner within 30 days of the decision.

c) Permanent suspension

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

C. Minimum Periods of Suspension

1. Students who bring to or possess a weapon on school property:

Any student, other than a student with a disability, found guilty of bringing to or possessing a weapon on school property will be subject to a long term suspension from school for at least one calendar year. Under certain mitigating circumstances a shorter suspension may be considered. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214. The Superintendent has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the consequence, the Superintendent 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's belief that other forms of discipline may be more effective.
- e) Input from parents, teachers and/or others.
- 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 to or possessing a weapon on school property:

Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing to or possessing a weapon on school property, shall be subject to a short or long term suspension from school. If the proposed consequence is a

five-day suspension, the student and the student's parent will be given the same notice and opportunity for an informal meeting given to all students subject to a short-term suspension. If the proposed consequence exceeds a five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The Superintendent has the authority to modify a five-day suspension on a case-by-case basis. In deciding whether to modify the consequence, the Superintendent 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 substantially interfere with the teacher's authority over the classroom:

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

D. Referrals

1. Counseling

The principal or his/her designee (including counseling staff) shall handle all referrals of students to counseling.

2. PINS Petitions

The District may file a PINS (person in need of supervision) petition in Family Court on any student under the age of 18 who demonstrates that he/she 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.

3. Juvenile Delinquents and Juvenile Offenders

The Superintendent is required to refer the following students to the appropriate law enforcement authorities for a juvenile delinquency proceeding before the Family Court:

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

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

5300.45 Alternative Instruction

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

5300.50 Discipline of Students with Disabilities

The Board of Education recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities who violate the District's student code of conduct, and/or to temporarily remove a student with disabilities from his or her current placement because maintaining the student in that placement is substantially likely to result in injury to the student or to others. The Board also recognizes that students with disabilities deemed eligible for special education services under the IDEA and Article 89 of New York's Education Law enjoy certain procedural protections that school authorities must observe when they decide to suspend or remove them. Under certain conditions those protections extend, as well, to students not currently deemed to be a student with a disability but determined to be a student presumed to have a disability for discipline purposes.

Therefore, the Board is committed to ensuring that the District follows suspension and removal procedures that are consistent with those protections. The code of conduct for students is intended to afford students with disabilities and students presumed to have a disability for discipline purposes the express rights they enjoy under applicable law and regulations.

Definitions

For purposes of this portion of the code of conduct, and consistent with applicable law and regulations, the following definitions will apply:

1. **Behavioral Intervention Plan (BIP)** means a plan that is based on the results of a functional behavioral assessment and that, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs, and intervention strategies that include positive behavioral supports and services to address the behavior.
2. **Controlled substance** means a drug or other substance identified under schedule I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 USC § 812(c)).
3. **Disciplinary change in placement** means a suspension or removal from a student's current educational placement that is either:
 - a) For more than 10 consecutive school days; or
 - b) For a period of 10 consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year, because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals, and because of such additional factors as the length of each suspension or removal, the

- total amount of time the student has been removed and the proximity of the suspensions or removals to one another. The School District determines on a case-by-case basis whether a pattern of removals constitutes a change of placement.
4. **Illegal drug** means a controlled substance, but does not include a controlled substance legally possessed or used under the supervision of a licensed health-care professional, or a substance that is otherwise legally possessed or used under the authority of the Controlled Substances Act or under any other provision of federal law.
 5. **Interim alternative educational setting (IAES)** means a temporary educational placement, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. An IAES must allow a student to continue to receive educational services that enable him or her to continue to participate in the general curriculum and progress toward meeting the goals set out in the student's individualized education program; as well as to receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications designed to address the behavior violation so that it does not recur.
 6. **Manifestation review** means a review of the relationship between the student's disability and the behavior subject to disciplinary action, which is required when the disciplinary action results in a disciplinary change of placement, and conducted in accordance with requirements set forth later in this policy.
 7. **Manifestation team** means a District representative knowledgeable about the student and the interpretation of information about child behavior, the parent, and relevant members of the Committee on Special Education as determined by the parent and the District.
 8. **Removal** means a removal of a student with a disability for disciplinary reasons from his or her current educational placement, other than a suspension; and a change in the placement of a student with a disability to an IAES.
 9. **School day** means any day, including a partial day, which students are in attendance at school for instructional purposes.
 10. **Serious bodily injury** means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.
 11. **Student presumed to have a disability for discipline purposes** means a student who, under the conditions set forth later in this policy, the District is deemed to have had knowledge was a student with a disability before the behavior that precipitated the disciplinary action.
 12. **Suspension** means a suspension pursuant to §3214 of New York's Education Law.
 13. **Weapon** means the same as the term "dangerous weapon" under 18 USC §930(g)(2) 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 a pocket knife with a blade of less than two and one-half inches in length.

Authority of School Personnel to Suspend or Remove Students with Disabilities

The Board, District Superintendent, Superintendent of Schools or a principal with authority to suspend students under the Education Law may order the placement of a student with a disability into an IAES, another setting or suspension for a period not to exceed five consecutive school days.

The Superintendent may, directly or upon the recommendation of a designated hearing officer, order the placement of a student with a disability into an IAES, another setting or suspension for a period not to exceed ten consecutive school days inclusive of any period in which the student

has been suspended or removed for the same behavior pursuant to the above paragraph, if the Superintendent determines that the student's behavior warrants the suspension. The Superintendent also may order additional suspensions of not more than ten consecutive school days in the same school year for separate incidents of misconduct, as long as the suspensions do not constitute a disciplinary change of placement.

In addition, the Superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for a period in excess of ten consecutive school days if the manifestation team determines that the student's behavior was not a manifestation of the student's disability. In such an instance, the Superintendent may discipline the student in the same manner and for the same duration as a non-disabled student.

Furthermore, the Superintendent may, directly or upon the recommendation of a designated hearing officer, order the placement of a student with a disability to an IAES to be determined by the Committee on Special Education for a period of up to 45 school days if the student either:

1. Carries or possesses a weapon to or at school, on school premises or to a school function, under the jurisdiction of the educational agency, or
2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises or at a school function under the District's jurisdiction, or
3. Has inflicted serious bodily injury upon another person while at school, on school premises or at a school function under the District's jurisdiction.

The Superintendent may order the placement of a student with a disability to an IAES under such circumstances, whether or not the student's behavior is a manifestation of the student's disability. However, the Committee on Special Education will determine the IAES.

Procedures for the Suspension or Removal of Students with Disabilities by School Personnel

1. In cases involving the suspension or removal of a student with a disability for a period of five consecutive school days or less, the student's parents or persons in parental relation to the student will be notified of the suspension and given an opportunity for an informal meeting in accordance with the same procedures that apply to such short term suspensions of non-disabled students.
2. The suspension of students with disabilities for a period in excess of five school days will be subject to the same due process procedures applicable to non-disabled students, except that the student disciplinary hearing conducted by the Superintendent or a designated hearing officer shall be bifurcated into a guilt phase and a penalty phase. Upon a finding of guilt, the Superintendent or the designated hearing officer will await notification of the determination by the manifestation team as to whether the student's behavior was a manifestation of his or her disability. The penalty phase of the hearing may proceed after receipt of that notification. If the manifestation team determined that the behavior was not a manifestation of the student's disability, the student may be disciplined in the same manner as a non-disabled student, except that he or she will continue to receive services as set forth below. However, if the behavior was deemed a manifestation of the student's disability, the hearing will be dismissed, unless the behavior involved concerned weapons, illegal drugs or controlled substances, or the infliction of serious bodily injury, in which case the student may still be placed in an IAES.

Limitation on Authority of School Personnel to Suspend or Remove Students with Disabilities

The imposition of a suspension or removal by authorized school personnel may not result in a disciplinary change of placement of a student with a disability that is based on a pattern of suspensions or removals as set forth above in the *Definitions* section of this policy, unless:

1. The manifestation team determines that the student's behavior was not a manifestation of the student's disability, or
2. The student is removed to an IAES for behavior involving weapons, illegal drugs or controlled substances, or the infliction of serious bodily injury as set forth above.

School personnel will consider any unique circumstances on a case-by-case basis when determining whether a disciplinary change in placement is appropriate for a student with a disability who violates the District's code of conduct.

In addition, school personnel may not suspend or remove a student with a disability in excess of the amount of time that a non-disabled student would be suspended for the same behavior.

Parental Notification of a Disciplinary Change of Placement

The District will provide the parents of a student with a disability notice of any decision to make a removal that constitutes a disciplinary change of placement because of a violation of the student code of conduct. Such notice will be accompanied by a copy of the procedural safeguards notice.

Authority of an Impartial Hearing Officer to Remove a Student with a Disability

An impartial hearing officer may order the placement of a student with a disability to an IAES for up to 45 school days at a time if he or she determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others. This authority applies whether or not the student's behavior is a manifestation of the student's disability.

Manifestation Review

A review of the relationship between a student's disability and the behavior subject to disciplinary action to determine if the conduct is a manifestation of the student's disability will be made by the manifestation team immediately, if possible, but in no case later than 10 school days after a decision is made by:

1. The Superintendent to change the placement of a student to an IAES;
2. An impartial hearing officer to place a student in an IAES; or
3. The Board, the Superintendent, or principal to impose a suspension that constitutes a disciplinary change in placement.

The manifestation team must determine that the student's conduct was a manifestation of the student's disability if it concludes that the conduct in question was either:

1. Caused by or had a direct or substantial relationship to the student's disability, or
2. The direct result of the District's failure to implement the student's individualized education program.

The manifestation team must base its determination on a review all relevant information in the student's file including the student's individualized education program, any teacher observations, and any relevant information provided by the parents.

If the manifestation team determines that the student's conduct is a manifestation of the student's disability, the Committee on Special Education (CSE) will:

1. Conduct a functional behavioral assessment of the student and implement a behavioral intervention plan, unless the District had already done so prior to the behavior that resulted in the disciplinary change of placement occurred. However, if the student already has a behavioral intervention plan, the CSE will review the plan and its implementation, and modify it as necessary to address the behavior; and
2. Return the student to the placement from which he or she was removed, unless the change in placement was to an IAES for conduct involving weapons, illegal drugs or controlled substances or the infliction of serious bodily injury, or the parents and the District agree to a change in placement as part of the modification of the behavioral intervention plan.

If the manifestation team determines that the conduct in question was the direct result of the District's failure to implement the student's individualized education program, the District will take immediate steps to remedy those deficiencies.

Services for Students with Disabilities during Periods of Suspension or Removal

Students with disabilities who are suspended or removed from their current educational setting in accordance with the provisions of this policy and applicable law and regulation will continue to receive services as follows:

1. During suspensions or removals of up to 10 school days in a school year that do not constitute a disciplinary change in placement, the District will provide alternative instruction to students with disabilities of compulsory attendance age on the same basis as non-disabled students. Students with disabilities who are not of compulsory attendance age will receive services during such periods of suspension or removal only to the same extent as non-disabled students of the same age would if similarly suspended.
2. During subsequent suspensions or removals of up to 10 school days that in the aggregate total more than 10 school days in a school year but do not constitute a disciplinary change in placement, the District will provide students with disabilities services necessary to enable them to continue to participate in the general education curriculum and to progress toward meeting the goals set out in their respective individualized education program. School personnel, in consultation with at least one of the student's teachers, will determine the extent to which services are needed to comply with this requirement.

In addition, during such periods of suspension or removal the District will also provide students with disabilities services necessary for them to receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications designed to address the behavior violation so that it does not recur.

3. During suspensions or removals in excess of 10 school days in a school year that constitute a disciplinary change in placement, including placement in an IAES for behavior involving weapons, illegal drugs or controlled substances, or the infliction of serious bodily injury, the District will provide students with disabilities services necessary to enable them to continue to participate in the general curriculum, to progress toward meeting the goals set out in their respective individualized education program, and to receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications designed to address the behavior violation so it does not recur.

In such an instance, the Committee on Special Education will determine the appropriate IAES and services to be provided.

Students Presumed to Have a Disability for Discipline Purposes

The parent of a student who is facing disciplinary action but who was not identified as a student with a disability at the time of misconduct has the right to invoke any of the protections set forth in this policy in accordance with applicable law and regulations, if the District is deemed to have had knowledge that the student was a student with a disability before the behavior precipitating disciplinary action occurred and the student is therefore a student presumed to have a disability for discipline purposes.

If it is claimed that the District had such knowledge, it will be the responsibility of the Superintendent, principal or other authorized school official imposing the suspension or removal in question for determining whether the student is a student presumed to have a disability for discipline purposes. The District will be deemed to have had such knowledge if:

1. The student's parent expressed concern in writing to supervisory or administrative personnel, or to a teacher of the student that the student is in need of special education. Such expression may be oral if the parent does not know how to write or has a disability that prevents a written statement; or
2. The student's parent has requested an evaluation of the student; or
3. A teacher of the student or other school personnel has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the District's Director of Special Education or other supervisory personnel.

Nonetheless, a student will not be considered a student presumed to have a disability for discipline purposes if notwithstanding the District's receipt of information supporting a claim that it had knowledge the student has a disability,

1. The student's parent has not allowed an evaluation of the student; or
2. The student's parent has refused services; or
3. The District conducted an evaluation of the student and determined that the student is not a student with a disability.

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 the District receives a request for an individual evaluation while the student is subjected to a disciplinary removal, the District will conduct an expedited evaluation of the student in accordance with applicable law and regulations. Until the expedited evaluation is completed, the student shall remain in the educational placement determined by the District which can include suspension.

Expedited Due Process Hearings

The District will arrange for an expedited due process hearing upon receipt of or filing of a due process complaint notice for such a hearing by:

1. The District to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his or her current educational placement;
2. The District during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his or her current educational placement during such proceedings;
3. The student's parent regarding a determination that the student's behavior was not a manifestation of the student's disability; or
4. The student's parent relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.

The District will arrange for, and an impartial hearing officer will conduct, an expedited due process hearing in accordance with the procedures established in Commissioner's regulations. Those procedures include but are not limited to convening a resolution meeting, and initiating and completing the hearing within the timelines specified in those regulations.

When an expedited due process hearing has been requested because of a disciplinary change in placement, a manifestation determination, or because the District believes that maintaining the student in the current placement is likely to result in injury to the student or others, the student will remain in the IAES pending the decision of the impartial hearing officer or until the expiration of the period of removal, whichever occurs first unless the student's parent and the District agree otherwise.

Referral to Law Enforcement and Judicial Authorities

Consistent with its authority under applicable law and regulations, the District will report a crime committed by a student with a disability to appropriate law enforcement and judicial authorities. In such an instance, the Superintendent will ensure that copies of the special education and disciplinary records of the student are transmitted for consideration to the appropriate authorities to whom the crime is reported, to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act (FERPA).

5300.55 Corporal Punishment

Corporal punishment is any act of physical force upon a student for the purpose of punishing that student. Corporal punishment of any student by any District employee is strictly forbidden.

However, in situations where alternative procedures and methods that do not involve the use of physical force cannot reasonably be used, reasonable physical force may be used to:

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

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

5300.60 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 District code of conduct. Students are not entitled to any sort of "Miranda"-type warning before being questioned by school officials, nor are school officials required to contact a student's parent before questioning the student. However, school officials will tell all students why they are being questioned.

In addition, the Board authorizes the Superintendent, building administrators or his/her designee and the school nurse to conduct searches of students and their belongings, in most instances, with the exceptions set forth below in A and B, 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 District code of conduct.

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

Before searching a student or the student's property, the authorized school official should encourage the student to admit that he/she possesses physical evidence that they violated the law or the District code, or get the student to voluntarily consent to the search. Searches will be limited to the extent necessary to locate the evidence sought.

Whenever practicable, searches will be conducted in the privacy of administrative offices and students will be present when their possessions are being searched.

A. Student Lockers, Desks and other School Storage Places

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

B. Strip Searches

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

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

In every case, the school official conducting a strip search must have reasonable suspicion to believe the student is concealing evidence of a violation of law or the District code. In addition, before conducting a strip search, the school official must consider the nature of the alleged violation, the student's age, the student's record, the quality of the knowledge that lead to the reasonable suspicion and the need for such a search.

School officials will attempt to notify the student's parent by telephone before conducting a strip search, or in writing after the fact if the parent could not be reached by telephone.

C. Documentation of Searches

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. Person conducting search and his or her title and position.
7. Witnesses, if any, to the search.
8. Time and location of search.
9. Results of search (that is, what item(s) were found).
10. Disposition of items found.
11. Time, manner and results of parental notification.

The principal or the principal's designee shall be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student. The principal or his/her designee shall clearly label each item taken from the student and retain control of the item(s), until the item

is turned over to the police. The principal or his/her designee shall be responsible for personally delivering dangerous or illegal items to police authorities.

D. Police Involvement in Searches and Interrogations of Students

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

1. A search or an arrest warrant; or
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 principal or his/her designee shall try to notify the student's parent to give the parent the opportunity to be present during the police questioning or search. If the student's parent cannot be contacted prior to the police questioning or search, the questioning or search shall not be conducted by a police officer. The principal or designee will also be present during any police questioning or search of a student on school property or at a school function. The primary goal of law enforcement is as an advisor. However, under law, police can speak to and remove a student 16 years or older for matters of law.

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.

E. Child Protective Services Investigations

Consistent with the District's commitment to keep students safe from harm and the obligation of school officials to report to child protective services when they have reasonable cause to suspect that a student has been abused or maltreated, the District will cooperate with local child protective services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect, or custody investigations. Please refer to Board Policy 5460 for a list of mandated reporters.

All requests by child protective services to interview a student on school property shall be made directly to the principal or his/her designee. The principal or his/her designee shall set the time and place of the interview. The principal or designee shall be present during the interview. If the nature of the allegations is such that it may be necessary for the student to remove any of his/her clothing in order for the child protective services worker to verify the allegations, the school nurse or other District medical personnel must be present during that portion of the interview. No student may be required to remove his/her clothing in front of a child protective services worker or School District official of the opposite sex.

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

5300.65 Visitors to the Schools

The Board encourages parents and other District citizens to visit the District's schools and classrooms to observe the work of students, teachers and other staff. Since schools are a place of work and learning, however, certain limits must be set for such visits. The principal or his/her 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 main office or other secure entrances upon arrival at the school. There they will be required to present their ID for verification through our electronic check-in system 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 office before leaving the building.
3. Visitors attending school functions that are open to the public outside of the regular school day, such as parent-teacher organization meetings or public gatherings, are not required to register.
4. Parents or citizens who wish to observe a classroom while school is in session are required to get permission from the building administrator to arrange such visits in advance with the classroom teacher(s), so that class disruption is kept to a minimum.
5. Teachers are expected not to take class time to discuss individual matters with visitors.
6. Any unauthorized person on school property will be reported to the principal or his/her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
7. All visitors are expected to abide by the rules for public conduct on school property contained in this code of conduct.
8. Using an unmanned aerial vehicle (also known as a drone) or any remote controlled aircraft on school property or during any school functions without the prior written authorization from the District's Superintendent is prohibited. Prior to such use, users must also demonstrate compliance with any and all applicable Federal Aviation Administration rules and regulations.

5300.70 Public Conduct on School Property

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

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

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

All persons on school property or attending a school function 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 or attempt to do so.
2. Intentionally damage or destroy School District property or the personal property of a student, District employee or any person lawfully on school property, including graffiti or arson or threaten or attempt to do so.
3. Disrupt the orderly conduct of classes, school programs or other school activities.
4. 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.
5. Intimidate, harass or discriminate against any person on the basis of actual or perceived race, color, creed, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression).
6. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
7. Remain on campus from 11:00 PM to 5:00 AM, when the campus is closed, unless authorized by a school administrator.
8. Obstruct the free movement of any person in any place to which this code applies.
9. Violate the traffic laws, parking regulations or other restrictions on vehicles.
10. Possess, consume, sell, distribute or exchange alcoholic beverages, controlled substances or any substance marked "not for human consumption", or be under the influence of any of these substances on school property or at a school function.
11. Consume, sell, distribute or exchange tobacco products including e-cigarettes on school property or at a school function.
12. Consume any substance that alters perception or behavior, reducing that individual's ability to function appropriately in the academic environment.
13. 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.
14. Loiter on or about school property.
15. Gamble on school property or at school functions, unless such activity is permitted by law and approved by the District in advance.
16. Refuse to comply with any reasonable order of identifiable School District personnel performing their duties.
17. Willfully incite others to commit any of the acts prohibited by this code.
18. Bring a dog on campus to walk, exercise, or attend an athletic or extra-curricular event except in accordance with the District's Animals on School Grounds Policy (policy 1501).
19. Violate any federal or state statute, local ordinance, this code or Board policy while on school property or while at a school function.

B. Penalties

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

1. Visitors. Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they

refuse to leave, they shall be subject to ejection and/or police action. Visitors may be banned from being physically present on District property by the Superintendent.

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.

C. Enforcement

District personnel shall be responsible for enforcing the conduct required by this code.

When District personnel sees an individual engaged in prohibited conduct, which in his/her judgment does not pose any immediate threat of injury to persons or property, the District personnel shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The District personnel shall also warn the individual of the consequences for failing to stop. If the person refuses to stop engaging in the prohibited conduct or if the person's conduct poses an immediate threat of injury to persons or property, the District personnel shall have the individual removed immediately from school property or the school function. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

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

5300.75 Dissemination and Review

A. Dissemination of Code of Conduct

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

1. Providing copies of 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 parents at the beginning of the school year, and thereafter on request.
3. Posting the complete code of conduct on the 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.
5. Providing all new employees with a copy of the current code of conduct when they are first hired.
6. Making copies of the code available for review by students, parents and other community members.

The Board will sponsor in-service education programs for all District staff members to ensure the effective implementation of the code of conduct. The Superintendent may solicit the recommendations of the 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 District's professional development plan, as needed.

B. Review of Code of Conduct

The Board of Education will review this code of conduct every year and update it as necessary. In conducting the review, the Board will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently. The Board of Education may appoint an advisory committee to assist in reviewing the code. The committee will be made up of representatives of student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

Before adopting any revisions to the code, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate.

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

5300.80 Compliance

If at any time a part of this code of conduct is inconsistent with applicable law, that part of the code is to be considered amended so that it complies with applicable law.

This code of conduct is effective as of June 29, 2012.

*Approved by the Board of Education as Revised March 11, 2020
Reviewed: 7/11/2019*

Policy Cross References:

5460 – Child Abuse, Maltreatment or Neglect in a Domestic Setting

Parent and Family Engagement

The Board of Education believes that positive parent and family engagement is essential to student achievement, and thus encourages such involvement in school educational planning and operations. Parent and family engagement may take place either in the classroom or during extra-curricular activities. However, the Board also encourages parent and family engagement at home (e.g., planned home reading time, informal learning activities, and/or homework "contracts" between parents, family members and children). The Board directs the Superintendent of Schools or his/her designee to develop a home-school communications program in an effort to encourage all forms of parent and family engagement.

Title I Parent and Family Engagement – District Level Policy

Consistent with the parent and family engagement goals of Title I, Part A of the federal No Child Left Behind Act of 2001 (NCLB) and its reauthorization in the Every Student Succeeds Act (ESSA), the Board of Education will develop and implement programs, activities and procedures that encourage and support the participation of parents and family members of students eligible for Title I services in all aspects of their child's education. The Board will also ensure that all of its schools receiving Title I, Part A funds develop and implement school level parent and family engagement procedures, as further required by federal law.

For purposes of this policy, parental involvement refers to the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities.

At a minimum, parent and family engagement programs, activities and procedures at both the District and individual school level must ensure that parents and family members:

- Play an integral role in assisting their child's learning;
- Are encouraged to be actively involved in their child's education at school; and
- Are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child.

The federal definition of the term "parents" refers to a natural parent, legal guardian or other person standing in *loco parentis* (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare).

District and school level Title I parent and family engagement programs, activities and procedures will provide opportunities for the informed participation of parents and family members including those who have limited English proficiency, parent and family members with disabilities, and parents and family members of migratory children.

As further required by federal law, parents and family members of students eligible for Title I services will be provided an opportunity to participate in the development of the District's Title I plan, and to submit comments regarding any aspect of the plan that is not satisfactory to them. Their comments will be forwarded with the plan to the State Education Department.

Parents and family members also will participate in the process for developing either a comprehensive or targeted "support and improvement plan" when the school their child attends is identified by the State as needing this plan.

Parent and family member participation in development of District-wide Title I plan

The Board, along with its Superintendent of Schools and other appropriate District staff will undertake the following actions to ensure parent and family member involvement in the development of the District-wide Title I plan:

- Building level shared decision making committees will work on the development of the Title I plan each spring;
- On topics as needed, District-wide survey soliciting parent feedback will be distributed via the District listserv;
- Parents will provide feedback through the District's shared decision making committees;
- Parent meeting times will be determined by the shared decision making teams through a consensus process; and
- Meetings will be held in respective building.

Development of school level parent and family engagement approaches

The Superintendent of Schools will ensure that all District schools receiving federal financial assistance under Title I, Part A are provided coordination, technical assistance and all other support necessary to assist them in planning and implementing effective parent and family engagement programs and activities that improve student achievement and school performance. As appropriate to meet individual local needs, the superintendent will:

- Support building capacity for parental involvement;
- Coordinate parental involvement strategies; and
- Review the District wide parent and family engagement policy annually.

Building capacity for parental involvement

To build parent capacity for strong parental involvement to improve their child's academic achievement, the District and its Title I, Part A schools will, at a minimum:

1. Assist parents in understanding such topics as the state's academic content and standards, state and local academic assessments, Title I requirements, how to monitor their child's progress and how to work with educators to improve the achievement of their child. To achieve this objective, the District and its Title I schools will:
 - communicate, via monthly newsletters, information regarding learning experiences and strategies for supporting students at home;
 - communicate academic progress in a consistent manner. Elementary schools will provide trimester progress reports and two annual parent conference days. Secondary school will provide either a progress monitoring and/or progress report every ten weeks;
 - provide quarterly reports to those students receiving additional support services;
 - utilize parent volunteers to support instruction, extra activities and specific events throughout the school year; and
 - provide parents of secondary students access to a live parent portal that includes up to date attendance, discipline and academic achievement data.
2. Provide materials and training to help parents work to improve their child's academic achievement such as literacy training and using technology (including education about the harms of copyright piracy). To achieve this objective, the District and its Title I schools will:

- provide leveled text and or extra copies/textbooks of educational materials;
- provide curriculum information on the District website;
- provide curriculum and instructional forums in collaboration with parent groups; and
- provide literacy programs that encourage daily reading and the use of school and/or public libraries.

3. Educate its teachers, specialized instructional support personnel, principals and other school leaders, and other staff, with the assistance of parents, in understanding the value and utility of a parent's contributions and on how to:

- reach out to, communicate with, and work with parents as equal partners;
- implement and coordinate parent programs; and
- build ties between parents and the schools.

To achieve this objective, the District and its Title I schools will:

- provide yearly shared decision making training; and
- meet regularly with members of Partners in Education (PIE), Parent Teacher Student Association (PTSA) and Victor's Outreach in Children's Education (VOICE) to seek feedback.

4. Ensure that information related to school and parent-related programs, meetings and other activities is sent to the parents of children participating in Title I programs in an understandable and uniform format, including alternative formats, upon request, and to the extent practicable, in a language the parents can understand.

Coordination of parental involvement strategies

The District will coordinate and integrate strategies adopted to comply with Title I, Part A parental involvement requirements with parental involvement strategies adopted in connection with other Federal, State, and local programs, including public preschool programs.

Review of the District-wide parental involvement policy

The Board, along with the Superintendent of Schools and other appropriate staff will conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this parent and family engagement policy in improving the academic quality of Title I schools, including the identification of barriers to greater participation by parents in activities under this policy, and the revision of parent and family engagement policies necessary for more effective involvement. To facilitate this review, the District will conduct the following activities:

- gather feedback from shared-decision making groups and Title I parents/guardians; and
- use the Board of Education's policy review process to review this policy annually.

Policy References:

20 USC §6318(a)(2), Every Student Succeeds Act (§1116 of the Elementary and Secondary Education Act)

U.S. Department of Education, *Parental Involvement, Title I, Part A, Non-Regulatory Guidance*, April 23, 2004

Adoption Date: 12/9/1999, Revised: 7/11/2013, 2/9/2017

APPR Principal Lead Evaluator Resolution

BE IT RESOLVED THAT, Tim Terranova is hereby certified as a Qualified Lead Evaluator of Principals having successfully completed the training requirements prescribed in 8 NYCRR§30-2.9(b), including:

- 1) The New York State Teaching Standards, and their related elements and performance indicators/the Leadership Standards and their related functions;
- 2) Evidence-based observation techniques that are grounded in research;
- 3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCRR§30-2.2;
- 4) Application and use of the State-approved Principals rubric selected by the Victor Central School District for use in the evaluation of Principals, including training on the effective application of such rubric to observe a Principal's practice;
- 5) Application and use of the assessment tools that the Victor Central School District utilizes to evaluate its Principals, including but not limited to evidence-based observation, evidence-based observation, evidence-based school visits, artifact collection and review and professional goals;
- 6) Application and use of the State-approved locally selected measures of student achievement used by the Victor Central School District to evaluate its Principals;
- 7) The scoring methodology utilized by the Department and the Victor Central School District to evaluate Principals under 8 NYCCR Subpart 30-2, including
 - a) How scores are generated for each subcomponent and the composite effectiveness score of Principals, and
 - b) Application and use of the scoring ranges prescribed by the Commissioner for the six designated rating categories used for the overall rating of Principals and their subcomponent ratings;
- 8) Specific considerations in evaluating Principals of English language learners and students with disabilities; and
- 9) The Superintendent of Schools has received the aforementioned training.

Date

District Clerk

APPR Teacher Lead Evaluator Resolution

BE IT RESOLVED THAT, Jennifer Check, Dorothy DiAngelo, Brian Gee, Brian Siesto and Kevin Swartz are hereby certified as a Qualified Lead Evaluator of Teachers having successfully completed the training requirements prescribed in 8 NYCRR§30-2.9(b), including:

- 1) The New York State Teaching Standards, and their related elements and performance indicators/the Leadership Standards and their related functions;
- 2) Evidence-based observation techniques that are grounded in research;
- 3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCRR§30-2.2;
- 4) Application and use of the State-approved Teachers rubric selected by the Victor Central School District for use in the evaluation of Teachers, including training on the effective application of such rubric to observe a Teacher's practice;
- 5) Application and use of the assessment tools that the Victor Central School District utilizes to evaluate its Teachers, including but not limited to evidence-based observation, evidence-based observation, evidence-based school visits, artifact collection and review and professional goals;
- 6) Application and use of the State-approved locally selected measures of student achievement used by the Victor Central School District to evaluate its Teachers;
- 7) The scoring methodology utilized by the Department and the Victor Central School District to evaluate Teachers under 8 NYCCR Subpart 30-2, including
 - a) How scores are generated for each subcomponent and the composite effectiveness score of Teachers, and
 - b) Application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the overall rating of Teachers and their subcomponent ratings;
- 8) Specific considerations in evaluating Teachers of English language learners and students with disabilities; and
- 9) All instructional administrators have received the aforementioned training.

Date

District Clerk

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**

**Unapproved Minutes of the Regular Meeting of June 11, 2020
Virtual Meeting via Zoom**

- CALL TO ORDER** President Debbie Palumbo-Sanders called the meeting to order at 5:38 PM.
Members Present Karen Ballard, Tim DeLucia, Chris Eckhardt, Kristin Elliott, Christopher Parks, Debbie Palumbo-Sanders
- ENTER EXECUTIVE SESSION** A motion was made by K. Elliott, seconded by C. Eckhardt, to enter executive session at 5:38 PM to discuss the employment history of specific individuals. The motion was carried. 6 yes 0 no
C. Parks left the meeting at 6:44 PM
- REGULAR SESSION AND ADJOURN** A motion was made by T. DeLucia, seconded by K. Ballard, to return to regular session and adjourn the meeting at 7:07 PM. The motion was carried. 5 yes 0 no
C. Parks returned to the meeting at 7:15 PM
- REGULAR MEETING** President Debbie Palumbo-Sanders started the meeting. She said this is the last month of her nine years of service on the Board. She said she was deeply honored to serve the community in this capacity. It is a position she holds close to her heart. Education is fundamental and a challenging balance between the fiduciary responsibility to the public and to the future of the students. It is important to support the students through their developing years. She said she looks forward to seeing the District prosper in the years to come.
- APPROVE AGENDA** A motion was made by T. DeLucia, seconded by C. Parks, to approve the agenda.
Mr. DeLucia asked to amend the agenda removing from item 6P the approval of the roofing contract to Elmer W. Davis. Dr. Parks seconded the amendment to the agenda. The motion was carried. 6 yes 0 no
- SUPERINTENDENT UPDATE** Dr. Terranova thanked Mrs. Palumbo-Sanders for being part of a Board that has been phenomenal to work with. He said he is appreciative of her leadership and guidance and she will be missed. He then talked about the events happening across the county over the past couple of weeks regarding race relations and dealing with race relations. As Superintendent of the Victor Central School District it is very clear that we are anti-racist and anti-discrimination. He said the District will always be clear on that. The Victor Central School District will be focused on appreciating differences, understanding perspectives, make sure we are empathetic and have empathy for others. We want every child to be comfortable in our District, feel welcome, be part of a community and have a voice.
District Clerk, Maureen Goodberlet gave an update on the vote process and the process for counting the votes.

VICTOR CENTRAL SCHOOL BOARD OF EDUCATION

RECOGNITIONS

Board President, Debbie Palumbo-Sanders recognized all of the retirees for the 2020-2021 school year.

- *Early Childhood School*; Laura Dash
- *Primary School*; Brian Burley, Wendy Chiasson, Sue Delmonico, Diane DiGiacomandrea, Tim DiSanto, Ellen Gunn, Dan Osborn
- *Intermediate School*; Sara Camp, Dave Labman, Sharon Schmaltz
- *Junior High School*; Maureen Bolger, MaryBeth Brendel, Darlene Cowles, Paul Mangiamele, Marie Vara
- *Senior High School*; Connie Bertucci, Shelly Collins, Larissa Foster, Heidi Nelson, Heather Zollo
- *Transportation*; Florence Ingino
- *District*; Dave Henderson

PUBLIC PARTICIPATION

Due to the virtual meeting there was no live participation. Community members were asked to email thoughts or comments to the Superintendent at terranovat@victorschools.org.

CONSENT ITEMS

A motion was made by C. Eckhardt, seconded by T. DeLucia, to approve, upon recommendation of the Superintendent, the following consent items:

MINUTES

Minutes of the regular Board Meeting on May 15, 2020, the Special Board Meetings on May 18, 2020 and May 28, 2020;

FINANCIAL STATEMENTS

Treasurer's Report for the month ending April 30, 2020 and other financial related documents;

PERSONNEL

The following personnel items:

All appointments on these pages are made in compliance with New York State Education Law relating to criminal history background clearances for new employees. Conditional clearances under that law have been requested for all new employees.

Instructional Probationary Appointments:

The probationary appointment of **Benjamin Raymo**, who has certification as a School Counselor, to a probationary position as a School Counselor, effective July 1, 2020, at an annual salary of \$67,965 (Step 13M+24 and Counselor's Index), leading towards tenure as a School Counselor.

VICTOR CENTRAL SCHOOL BOARD OF EDUCATION

Amended Start Date: The corrected probationary appointment of **Angela Affronti**, who has certifications in School District Leader, School Building Leader, Literacy Grades 5-12, and Social Studies Grades 7-12, to a probationary position as Director of Technology, effective July 1, 2020, at an annual salary of \$98,000, leading towards tenure as Director of Technology.

The probationary appointment of **Amelia Paas**, who has pending certification in Special Education Grades 7-12 and English Grades 7-12, to a probationary position as a Special Education Teacher, effective September 1, 2020, at an annual salary of \$41,300 (Step 1B), leading towards tenure in Special Education.

The probationary appointment of **Kathryn Ward**, who has certifications in Literacy Birth-Grade 6, Special Education, and Pre-Kindergarten, Kindergarten, and Grades 1-6, to a probationary position as a Reading Teacher, effective September 1, 2020, leading towards tenure in Reading. Seniority in Elementary Education will be frozen effective June 30, 2020.

The probationary appointment of **Heather Boyle**, who has certifications in Generalist in Middle Childhood Education Grades 5-9, Mathematics Grades 7-12, Mathematics Grades 5-9, and pending certifications in English Language Learners, Childhood Education Grades 1-6, and Literacy Birth-Grade 6, to a probationary position as an ELL Teacher, effective September 1, 2020, at an annual salary of \$58,010 (Step 9M+102), leading towards tenure in ELL Education.

The probationary appointment of **Hilary Ross**, who has certifications in Pre-Kindergarten, Kindergarten, and Grades 1-6 and Reading, to a probationary position as a Reading Teacher, effective September 1, 2020, leading towards tenure in Reading. Seniority in Elementary Education will be frozen effective June 30, 2020.

Leaves of Absence: The granting of a maternity leave and subsequent childcare leave of absence for **Sarah Baker**, Special Education Teacher, effective approximately June 28, 2020, and extending to October 13, 2020.

The granting of a maternity leave and subsequent childcare leave of absence for **Ashley Wuest**, Speech and Language Teacher, effective approximately June 19, 2020, and extending to December 7, 2020.

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**

Position Action: The Board of Education authorizes the following action to be effective on July 1, 2020:

-Abolish the position of .8FTE Foreign Language Teacher position (.4FTE French, .4FTE Spanish) within the Victor Teachers' Association unit.

Resignations: The resignation of **Kristina Back**, Elementary Teacher, effective June 30, 2020.

The resignation of **Mackenzie DeLeo**, Special Education Teacher, effective June 30, 2020.

Athletics:	<u>Position</u>	<u>Name</u>	<u>Level</u>	<u>Years</u>
Basketball – Girls	Head Varsity	Frank Clark	1	26

Per Diem Substitutes:	<u>Candidate</u>	<u>Area of Certification</u>
	Darlene Cowles	English
	Maureen Bolger	Family and Consumer Science

Non-Instructional

Resignations: The resignation, due to retirement, of **Susan Delmonico**, Teacher Aide, effective July 31, 2020.

The resignation, due to retirement, of **Ellen Gunn**, Teacher Aide, effective June 30, 2020.

BOARD MEMBER COMMITTEE MEETINGS Board members to attend standing committee meetings;

CSE/CPSE RECOMMENDATIONS Recommendations of the Committee on Special Education from the meetings of February 14, 27, 2020, March 5, 12, 2020, April 14, 15, 16, 17, 20, 23, 27, 28, 29, 30, 2020, May 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 19, 21, 22, 28, 2020, June 1, 2, 3, 4, 5, 8, 9, 10, 11, 2020 and from the Committee on Preschool Special Education from the meetings of April 21, 28, 2020, May 5, 12, 19, 26, 2020;

SCHOOL PHYSICIAN AND MEDICAL DIRECTOR Appoint Dr. Robert J. Tuite as Victor Central School District's School Physician and Medical Director for the 2020-2021 school year;

NURSE PRACTITIONER Appoint Barbara Sullivan as Victor Central School's Nurse Practitioner for the 2020-2021 school year;

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**

**RESOLUTION TO AMEND
THE 2019-2020 SCHOOL
YEAR CALENDAR**

RESOLVED, that the Victor School District Board of Education amends the 2019-2020 school calendar as follows:

WHEREAS, pursuant to Executive Orders 202.11, 202.14, 202.18, AND 202.28, the Victor School District continued to provide remote instruction for students, meals for students, and childcare for essential workers every weekday between, and including, April 1, 2020 and May 29, 2020, despite the fact the District was scheduled to be on spring break during and to have an additional non-instructional day during that time; and

WHEREAS, the Victor School District was in session, and provided the remote instruction and services referenced above on April 6-10, 2020 (spring recess) including April 10, 2020 (Good Friday), April 13, 2020 (scheduled non-instructional day), and May 22, 2020 (scheduled non-instructional day). Now therefore,

BE IT RESOLVED, that Wednesday, June 16, 2020 will be the last day of school for the 2019-2020 academic school year.

DONATIONS

Approve the following donation:

- \$2,500 from the Victor Central Schools Educational Foundation to the Victor Central School District to purchase a string bass;
- Dr. Terranova thanked the Education Foundation for the donation.

**ESSA 2020-2021
PARTICIPATION RATE
IMPROVEMENT PLAN**

Approve ESSA 2020-2021 Participation Rate Improvement Plan as submitted;

SAFETY PLAN

Approve the District-wide Safety Plan and the Building Level Emergency Management Plan for the 2020-2021 school year;

ELECTION INSPECTORS

Approve the revised Master Election Inspector List for the June 9, 2020 Annual Vote and Election as submitted;

**ISSUANCE OF REVENUE
ANTICIPATION NOTES**

Adopt the resolution of the Victor Central School District, New York, delegating to the President of the Board of Education the power to authorize the issuance of revenue anticipation notes as submitted; Mr. Schickling said given the climate the District is in, the state is facing a multi-billion dollar financial deficit in its own budget. He said there is the potential that the state will either reduce the amount of aid the District receives and/or defer payments of aid. If the District has budgeted expenditures such as payroll or contractual services and finds out that an aid payment is not going to be received on time it causes challenges to the District in terms of cash flow. The issuance of a revenue anticipation note provides the District the ability to do short term borrowing to allow for cash flow so the District can meet their obligations. The loan would then be repaid with the receipt of the aid. Mr. Shickling said it is unlikely, based on cash flow projections, the District will have to utilize this, however the District's Bond Counsel recommends it.

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**

**RESOLUTION FOR
APPROPRIATION FROM
RESERVE**

Based on the recommendations of the Superintendent, the Board of Education approves the amendment to the 2019-2020 budget and increases appropriations code A9089-800-00-0000 in the amount of \$131,244 to be funded from an appropriation of the Employee Benefit Accrued Liability reserve increasing the A-599 appropriated reserve code in the amount of \$131,244.

**EMPLOYEE
RETIREMENT SYSTEM
RESERVE**

Based on recommendation of the Superintendent of Schools, the Board of Education approves the funding of the Retirement Contribution Reserve, as authorized by Section 6-r of the general municipal law, up to a maximum of \$300,000 from unappropriated fund balance as of June 30, 2020.

**EMPLOYEE
RETIREMENT SYSTEM
RESERVE – TRS SUB
FUND**

Based on recommendation of the Superintendent of Schools, the Board of Education approves the funding of the Retirement Contribution Reserve TRS Sub Fund, as authorized by Section 6-r of the general municipal law, up to a maximum of \$525,000 from unappropriated fund balance as of June 30, 2020.

**EMPLOYEE BENEFIT
ACCRUED LIABILITY
RESERVE**

Based on recommendation of the Superintendent of Schools, the Board of Education approves the funding of the Employee Benefit Accrued Liability Reserve, as authorized by Section 6-p of the general municipal law, up to a maximum of \$300,000 from unappropriated fund balance as of June 30, 2020.

**WORKERS
COMPENSATION
RESERVE**

Based on recommendation of the Superintendent of Schools, the Board of Education approves the funding of the Workers Compensation Reserve, as authorized by Section 6-j of the general municipal law, up to a maximum of \$75,000 from unappropriated fund balance as of June 30, 2020.

**TAX CERTIORARI
RESERVE**

Based on recommendation of the Superintendent of Schools, the Board of Education approves the funding of the Tax Certiorari Reserve, as authorized by Section 3651 of the New York State Education Law, up to a maximum of \$300,000 from unappropriated fund balance as of June 30, 2020.

CAPITAL RESERVE

Based on recommendation of the Superintendent of Schools, the Board of Education approves the funding of the Capital Reserve, as authorized by Section 3651 of the New York State Education Law, up to a maximum of \$300,000 from unappropriated fund balance as of June 30, 2020.

VICTOR CENTRAL SCHOOL BOARD OF EDUCATION

Mr. Schickling said the District does have a Board adopted Reserve Fund Plan. The District also has a Property Tax Report Card that is submitted to the state that articulates the Board's intended balances and utilization of the reserves. The fund balance projection is roughly about 1% of the remaining budget. The District has realized a little bit of savings from unspent or unrealized expenses due to the closure. The recommendation provided to the Board is to approve a transfer of that unexpected sum back into the reserves. The limits are expressed as an "up to" limit. It is not necessarily that the District anticipates full funding of each reserve, however it is intended to provide flexibility.

ADMINISTRATIVE INTERNSHIP

Approve Caitlin Mack-Elliott to complete an administrative internship with the Victor Central School District during the summer of 2020;

CAPITAL CONSTRUCTION AWARD

Award the Intermediate School flooring replacement contract bid to Greenfield Flooring, LLC as the recommended vendor for the state contract.

The motion to accept the foregoing consent items was carried.
6 yes 0 no *(end of consent items)*

CAMPUS NEWS

Dr. Terranova thanked the Senior High School Staff and Administration for planning the Senior Car Parade on campus on June 26th from 3-5 PM. He invited everyone to participate. He said the District is still hoping to have the typical graduation on July 30th; however they are still waiting for guidance from the state. He thanked the 7-12 and K-6 staff for helping with material pick-up.

CONTINUITY PLAN FOR INSTRUCTION

Associate Superintendent of Educational Services, Kristin Swann presented on the District's Continuity Plan for Instruction, everything that has taken place since school was closed in March. When school first closed in March a plan had to be filed with the state. There were four components that each district had to work through and get approval from the State Education Department. One component was how the District would push out distance learning. The second was how the District was going to be able to provide meals to the families in need. A third part of the plan was working with the first responders that needed access to childcare. The District had to help them find and secure that childcare. The District's partnership with the YMCA helped with this. The fourth component of the Continuity Plan was around communication and how the District would provide frequent and regular communication. While pushing out instruction a few priorities started to get identified. The first was providing continuous learning opportunities, second providing personal connections to all students, third providing timely and relevant feedback to all students, fourth providing ongoing professional learning for staff and faculty so

VICTOR CENTRAL SCHOOL BOARD OF EDUCATION

CONTINUITY PLAN FOR INSTRUCTION *Continued*

they may successfully provide rigorous learning opportunities and fifth how to remain adaptable as we learn more about the impact of COVID-19 and meet the diverse needs of the community. When the District closed in March the initial focus for the elementary level was meeting the English Language Arts (ELA) and Math standards and later the focus included Social Studies and Science. Extracurricular courses posted resources on the building website for parents to have as resources. At the secondary level the District was mindful of the volume of work per class per week. Credit bearing classes leading to graduation requirements and Advanced Placement/IB courses received priority in terms of teacher attention and supplemental instruction. Upon closure the District new there was a responsibility to make sure to identify all students on campus who might have limited access or no accessibility to technology. What the District learned is that 30 students did not have internet access and 190 students did not have devices. The Computer Services Department quickly started issuing devices to the students who did not have one. They also purchased WiFi hotspots for people with limited WiFi. Some of the issues the District started to think about were the platforms to use and whether they were safe or not. Not being a one-to-one school hindered the District a little. The District also had to think about how the instruction was going to be delivered such as through a pre-recorded model or if students were to join their teachers live or a hybrid of both. The District agreed for equity issues that for the new learning the teachers would recorded lessons because it couldn't be guaranteed that students would have the ability to meet with the teacher at the same time. Through the closure all students were supported including students with special education needs, students in homeless situations, or students in alternative settings. The District continues to provide academic intervention support and continues to run all of the Committee on Special Education meetings. As the closure was extended the philosophy on decision making was fine-tuned. It was the intent of the District to be mindful of what everyone was going through and that students were given opportunities to demonstrate success. Mrs. Swann talked about the grading process during the closure. With about a week left of the school year the District is jumping into the reentry planning phase looking to identify gaps in instruction and/or student learning and adjusting pacing guides and curriculum materials to address student learning needs. The District needs to give thought on how to instruct by reimagining learning tasks, technology integration and social emotional learning. Dr. Parks said he appreciates the fact when talking about the social emotional piece you talk about the students, the staff and faculty.

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**

**POLICY REVIEW
Second and Final**

A motion was made by K. Ballard, seconded by C. Eckhardt, to adopt the following policies:

- Information, Security Breach and Notification; Policy 8635
- Data Security and Privacy Policy; Policy 8636

The motion was carried. 6 yes 0 no

First Reading

The following policy was brought to the Board of Education as a first read:

- Board Meeting Procedures; Policy 2350

MEETING REPORTS

**Monroe County School
Board Officers for 2020-
2021**

The nominating committee nominates Amy Thomas, President of the Pittsford School Board, for MCSBA President. Tim DeLucia seconded the nomination. The motion was carried. 6 yes 0 no

The nominating committee nominates Gary Bracken, Spencerport School Board member, for MCSBA Vice-President. Tim DeLucia seconded the nomination. The motion was carried. 6 yes 0 no

The nominating committee nominates John Abbott, Monroe 2-Orleans BOCES Board member, for MCSBA Treasurer. Tim DeLucia seconded the nomination. The motion was carried. 6 yes 0 no

Tim DeLucia reminded the Board of Education to return the meeting preference survey to Monroe County School Boards Association by July 6th.

PUBLIC COMMENT

Due to the virtual meeting there was no live participation. Community members were asked to email thoughts or comments to the Superintendent at terranovat@victorschools.org.

**UPCOMING EVENTS
Organizational/Regular
Board Meeting**

The next Board of Education meeting will take place at 7:15 PM virtually on YouTube live.

ADJOURN

A motion was made by C. Eckhardt, seconded by K. Elliott, to adjourn the meeting at 8:19 PM. The motion was carried. 6 yes 0 no

Respectfully submitted,

Maureen A. Goodberlet
District Clerk

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION
Unapproved Minutes of a Special Meeting of June 19, 2020
Virtual Meeting via Zoom**

CALL TO ORDER President Deborah Palumbo-Sanders called the meeting to order at 7:20 AM

Members Present Karen Ballard, Tim DeLucia, Kristin Elliott, Debbie Palumbo-Sanders

Members Absent Chris Eckhardt, Christopher Parks

APPROVE AGENDA A motion was made by K. Elliott seconded by K. Ballard, to approve the agenda. The motion was carried. 4 yes 0 no

MINUTES A motion was made by T. DeLucia, seconded by K. Elliott, to approve the minutes from the Annual Vote and Election as well as the Victor-Farmington Library Funding on June 9, 2020. The motion was carried. 4 yes 0 no.

**RESOLUTION
DECLARING RESULTS OF
ANNUAL MEETING** A motion was made by T. DeLucia, seconded by K. Ballard, to adopt the following resolution:

WHEREAS, in accordance with Executive Orders 202.26 and 202.39, the Victor Central School District (the “School District”) held its annual meeting via absentee ballot on June 9, 2020, with ballots being counted beginning June 16, 2020; and

WHEREAS, the Election Inspectors and other officials have duly made their written reports of the result of the balloting;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the School District (the “Board”) as follows:

1. Upon examination of the reports of the Election Inspectors and other officials presented to this Board, the Board hereby ratifies and adopts the results of the 2020 annual meeting as declared on June 17, 2020.
2. In accordance with the tabulations of the vote at said meeting and vote, it is hereby determined and declared that the budget proposition was passed by the necessary margin of the qualified voters of the School District voting thereon at said meeting and vote.
3. In accordance with the tabulations of the vote at said meeting and vote, the following candidates are elected to the Board in accordance with the provisions of the Education Law: Christopher Parks, Trisha Turner, and Michael Vetter.

The motion was carried. 4 yes 0 no

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**

CAPITAL CONSTRUCTION AWARD A motion was made by K. Elliott, seconded by K. Ballard, to award the Capital Construction Primary School Roof Replacement bid to Elmer W. Davis. The motion was carried. 4 yes 0 no

ADJOURN A motion was made by K. Ballard, seconded by K. Elliott, to adjourn the meeting at 7:33 AM.

Respectfully submitted,

Maureen A. Goodberlet
District Clerk

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**

**Unapproved Minutes of a Special Meeting of June 25, 2020
Virtual Meeting via Zoom**

CALL TO ORDER President Deborah Palumbo-Sanders called the meeting to order at 6:36 PM.

Members Present Karen Ballard, Tim DeLucia, Chris Eckhardt, Christopher Parks, Debbie Palumbo-Sanders, Kristin Elliott (arrived at 8:30 PM)

APPROVE AGENDA A motion was made by K. Ballard, seconded by C. Parks to approve the agenda. The motion was carried. 5 yes 0 no

ENTER EXECUTIVE SESSION A motion was made by T. DeLucia, seconded by C. Parks, to enter executive session at 6:37 PM to discuss the employment history of specific individuals. The motion was carried. 5 yes 0 no.

RETURN TO REGULAR SESSION A motion was made by C. Eckhardt, seconded by T. DeLucia, to return to regular session at 10:47 PM. The motion was carried. 6 yes 0 no

ADJOURN A motion was made by C. Parks, seconded by K. Elliott, to adjourn the meeting at 10:47 PM. The motion was carried. 6 yes 0 no

Respectfully submitted,

Maureen A. Goodberlet
District Clerk

RESOLUTION

TREASURER'S REPORTS

RESOLVED That, upon the recommendation of the Superintendent, the following Treasurer's reports for the month ending May 31, 2020 be accepted.

I. GENERAL FUND

II. EXTRACLASS ACTIVITY REPORT

III. SCHOOL LUNCH FUND

IV. TRUST & AGENCY FUND

V. SPECIAL AID FUND

VI. CAPITAL FUND - 29M PROJECT



5/1/2020

26,035,251.49

RECEIPTS:

ACCOUNTS RECEIVABLE	0.00
TAXES (INCLUDING LIBRARY TAX)	0.00
STATE AID	1,094,889.04
INTEREST & PENALTIES ON TAXES	0.00
ADMISSIONS	0.00
IN LIEU OF TAXES	0.00
INTEREST AND EARNINGS	12,555.04
BUILDING USE	0.00
REFUND PRIOR YEARS EXPENSE	2,063.31
BOCES - ERATE PR YR	9,576.11
MISC.	4,408.52
DUE FROM OTHER FUNDS	67,662.52
TUITION	0.00
INSURANCE RECOVERY	0.00
MONROE CO. SALES TAX	21,329.81
WAYNE CO. SALES TAX	4,669.29
MEDICAID	7,174.50

TOTAL RECEIPTS 1,224,328.14

TOTAL RECEIPTS & BAL. 27,259,579.63
 DISBURSEMENTS 5,064,262.92

BAL. ON HAND 05/31/20 22,195,316.71

BANK RECONCILIATION

BAL./BANK STATEMENT	832,245.30
IN TRANSIT	0.00
BANK ERROR	0.00
LESS CHECKS OUTSTANDING	818,457.36
RETURNED CHECKS	0.00
DEPOSIT IN TRANSIT	0.00

BAL. IN NOW ACCOUNT/CDGA NAT.	13,787.94
BAL. IN CERTIFICATES/MM	22,181,528.77
BANK ERROR - FIVE STAR SERVICE FEE	0.00
IN TRANSIT	0.00
IN TRANSIT	0.00
IN TRANSIT	0.00

TOTAL BALANCE 5/31/2020 22,195,316.71

LYNNE LUBASZEWSKI
 DISTRICT TREASURER



EXTRACLASS TREASURER'S REPORT

5/31/2020

II.

0.00

ACTIVITIES	BEG. BAL.	RECEIPTS	TOTAL	DISBURSMTS	END. BAL.
CLASS OF 2019	0.00	0.00	0.00	0.00	0.00
CLASS OF 2020	3,971.09	0.00	3,971.09	0.00	3,971.09
CLASS OF 2021	5,930.88	0.00	5,930.88	75.00	5,855.88
CLASS OF 2022	2,148.28	0.00	2,148.28	100.00	2,048.28
CLASS OF 2023	0.00	0.00	0.00	0.00	0.00
AQUATIC L.	1,377.80	0.00	1,377.80	273.88	1,103.92
ART CLUB	239.34	0.00	239.34	75.00	164.34
BUSINESS CLUB	4,689.21	0.00	4,689.21	100.00	4,589.21
DRAMA CLUB	18,698.83	0.00	18,698.83	150.76	18,548.07
FRENCH CLUB	20,989.15	0.00	20,989.15	2,346.29	18,642.86
GO GREEN GARDEN TEAM	96.27	0.00	96.27	10.00	86.27
GLOBAL COMPETENCY	636.55	0.00	636.55	50.00	586.55
INTERNATIONAL CLUB	253.02	0.00	253.02	50.00	203.02
J.H. MUSICAL	23,638.42	0.00	23,638.42	100.00	23,538.42
J.H. STORE	1,238.00	0.00	1,238.00	50.00	1,188.00
J.H. ST. CO.	4,564.10	0.00	4,564.10	75.00	4,489.10
J.H. YEARBOOK	26.43	0.00	26.43	0.00	26.43
KEYCLUB	4,271.00	0.00	4,271.00	582.94	3,688.06
MANUFACTURING SYSTEMS	0.26	0.00	0.26	0.00	0.26
MEDICAL EXPLORERS	160.75	0.00	160.75	50.00	110.75
MENTORING CLUB	4,505.78	0.00	4,505.78	100.00	4,405.78
N.H.S.	2,046.59	0.00	2,046.59	100.00	1,946.59
OUTDOOR ACTIVITY	142.48	0.00	142.48	0.00	142.48
POSITIVE SCHOOL CLIMATE	4,151.08	0.00	4,151.08	100.00	4,051.08
SALES TAX	0.00	0.00	0.00	0.00	0.00
SEAS	581.00	0.00	581.00	100.00	481.00
S.H. ORCHESTRA	9,179.79	0.00	9,179.79	50.00	9,129.79
SH SCHOOL STORE	4,333.60	0.00	4,333.60	100.00	4,233.60
S.H. ST. CO.	9,397.94	1,969.19	11,367.13	0.00	11,367.13
SH YEARBOOK	8,952.11	0.00	8,952.11	100.00	8,852.11
SPANISH CLUB	2,357.09	0.00	2,357.09	100.00	2,257.09
TRI-M HONOR SOCIETY	1,287.50	0.00	1,287.50	100.00	1,187.50
VICTOR CARES	6,965.06	0.00	6,965.06	0.00	6,965.06
TOTALS	146,829.40	1,969.19	148,798.59	4,938.87	143,859.72
BAL/BANK	146,680.87				
CKS OUT	2,812.78		5/31/2020		143,859.72
INT. NOT POSTED	8.37				
BANK ERROR	0.00				
RETURNED CHECKS	0.00				
IN TRANSIT	0.00				
BAL. 05/31/2020	143,859.72				

Betty Post, Extraclass Treasurer

BALANCE ON HAND 05/1/2020		498,045.27
RECEIPTS:		
ACCOUNTS RECEIVABLE	0.00	
A LUNCHES	0.00	
A BREAKFAST	0.00	
OTHER SALES	0.00	
SALES TAX	0.00	
INTEREST POSTED	28.59	
DUE FROM OTHER FUNDS	0.00	
MISC	0.00	
STATE AND FEDERAL AID	<u>77,176.00</u>	
TOTAL RECEIPTS		<u>77,204.59</u>
TOTAL RECEIPTS AND BAL.		575,249.86
DISBURSEMENTS		<u>89,554.01</u>
BALANCE ON HAND	5/31/2020	<u><u>485,695.85</u></u>

BANK RECONCILIATION

BAL. PER BANK STATEMENT 05/31/2020 AND CD'S		485,979.10
IN TRANSIT		0.00
BANK ERROR		0.00
IN TRANSIT ON LINE PAYMENTS		0.00
RETURNED CHECK		0.00
OUTSTANDING CHECKS (6763)		<u>283.25</u>
BALANCE IN SCHOOL LUNCH FUND		<u><u>485,695.85</u></u>

LYNNE LUBASZEWSKI
DISTRICT TREASURER

BALANCE ON HAND 05/01/2020	558,864.43
TOTAL RECEIPTS:	<u>3,687,618.56</u>
TOTAL RECEIPTS AND BAL.	4,246,482.99
DISBURSEMENTS:	<u>3,682,718.24</u>
ENDING BALANCE 05/31/2020	<u><u>563,764.75</u></u>

BANK RECONCILIATION

BAL. PER STATEMENT	TRUST & AGENCY ACCOUNT	737,340.70
P/R INTEREST-CNB		0.26
P/R INTEREST-FIVE STAR		0.00
OUTSTANDING CHECKS		170,056.40
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		1,008.65
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		116.94
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		229.93
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		2,164.29
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
BAL. IN T & A ACCOUNT	5/31/2020	<u><u>563,764.75</u></u>

PAYROLL ACCOUNT...BAL. PER BANK STATEMENTS	11,103.61
LESS INTEREST NOT POSTED	0.26
IN TRANSIT TO GENERAL	0.00
DEPOSIT IN TRANSIT	0.00
BANK ERROR	0.00
BALANCE IN PAYROLL ACCOUNT	<u><u>11,103.35</u></u>
OUTSTANDING CHECKS IN PAYROLL ACCOUNT	<u><u>11,103.35</u></u>

LYNNE LUBASZEWSKI
DISTRICT TREASURER

BALANCE ON HAND 5/1/2020 506,239.78

RECEIPTS:

INTEREST 24.26
 DUE FROM OTHER FUNDS 0.00
 STATE OF NY 0.00
 REFUND PR YR EXPENSE 0.00

TOTAL RECEIPTS 24.26

TOTAL RECEIPTS AND BALANCE 506,264.04
 DISBURSEMENTS 225,321.94

BAL. ON HAND 05/31/2020 280,942.10

BANK RECONCILIATION

BAL./BANK STATEMENT 314,283.98
 OUTSTANDING CHECKS(5706,5768,5784,5786,5800,5802,5803,5804,5805,5806,5807,5808,5809,5810,5811,5812,5813) 33,341.88
 IN TRANSIT 0.00
 BALANCE IN NOW/MM ACCOUNT 05/31/2020 280,942.10

LYNNE LUBASZEWSKI
 DISTRICT TREASURER

BALANCE ON HAND	5/1/2020	2,014,856.72
RECEIPTS:		
INTEREST	806.64	
FROM CAPITAL RESERVE	0.00	
DUE TO OTHER FUNDS	<u>0.00</u>	
TOTAL RECEIPTS		<u>806.64</u>
TOTAL RECEIPTS AND BALANCE		2,015,663.36
DISBURSEMENTS		<u>138,054.27</u>
BAL. ON HAND 05/31/2020		<u><u>1,877,609.09</u></u>

BANK RECONCILIATION

<u>BAL./BANK STATEMENT</u>	5,277.03
LESS CHECKS OUT	0.00
DEPOSIT IN TRANSIT	0.00
BALANCE IN CHECKING ACCOUNT	<u>5,277.03</u>
BALANCE IN CERTIFICATES OF DEPOSIT/MONEY MARKET	1,872,332.06
IN TRANSIT	0.00
BALANCE IN CAPITAL 29M PROJECT 05/31/2020	<u><u>1,877,609.09</u></u>

LYNNE LUBASZEWSKI
DISTRICT TREASURER

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**
Personnel Agenda, July 9, 2020

All appointments on these pages are made in compliance with New York State Education Law relating to criminal history background clearances for new employees. Conditional clearances under that law have been requested for all new employees.

Instructional

**Probationary
Appointments:**

The probationary appointment of **Kristin Renkert**, who is licensed as a Registered Professional Nurse, to a position as a School Nurse effective September 1, 2020, at an annual salary of \$37,455 (Step 11M).

The probationary appointment of **Nancy Williamson**, who has certification in Nursery, Kindergarten, and Grades 1-6, to a probationary position as an Elementary Teacher, effective September 1, 2020, with Jarema Credit for 2019/2020 LTS assignment, at an annual salary of \$53,400 (Step 11M+10), leading towards tenure in Elementary Education.

Appointments:

The appointment of **Kristin Guckian**, Teacher Center Director, effective September 1, 2020, at an annual salary of \$17,600.

The appointment of **Karen Brion**, as a .6fte Teacher On Special Assignment (TOSA) Science Standards Leader and .4fte Science Teacher, effective July 1, 2020, and ending June 30, 2021.

The appointment of **Colleen Collier**, as a .6fte Teacher On Special Assignment (TOSA) ELA Standards Leader and .4fte English Language Arts Teacher, effective July 1, 2020, and ending June 30, 2021.

The appointment of **Stephanie Schlueter**, as a .6fte Teacher On Special Assignment (TOSA) Social Studies Standards Leader and .4fte Social Studies Teacher, effective July 1, 2020, and ending June 30, 2021.

The appointment of **Kim O'Rourke**, as a .6fte Teacher On Special Assignment (TOSA) Math Standards Leader and .4fte Mathematics Teacher, effective July 1, 2020, and ending June 30, 2021.

The appointment of **Mike Ferreri**, as a .6fte Teacher On Special Assignment (TOSA) Assistant to Athletic Director and .4fte Physical Education Teacher, effective July 1, 2020, and ending June 30, 2021.

The appointment of **Chuck Loray**, who holds Certifications in Students

with Disabilities-Social Studies Grades 7-12 and Social Studies Grades 7-12, to a Student Support Services TOSA position, effective July 1, 2020, and ending June 30, 2021.

The appointment of **Erin Hysick**, who holds Certifications in Special Education and Pre-Kindergarten, Kindergarten, and Grades 1-6, as a Mentor Teacher, effective July 1, 2020, and ending June 30, 2021.

The appointment of **Jan Soucier**, who holds Certifications in Special Education and Nursery, Kindergarten, and Grades 1-6, as a Mentor Teacher, effective July 1, 2020, and ending June 30, 2021.

Co-Curriculars:

	<u>Teacher Leaders</u>	<u>Name</u>
Strand 1	K-12 Bilingual Education & World Languages	Anne Stekl
	Career Occupational Studies	Mark Selvek
	ELA Building Level (K-3)	Amy Hogan
	ELA Building Level (K-3)	Jamie Fraser
	English Language Arts (9-12)	Craig Kaper
	Library Media	Maggie Elliott
	Math Building Level (K-3)	Kim McConnell
	Math Building Level (K-3)	Leslie Summerson
	Math (9-12 Grade)	Dawn Knapp
	Music (K-12)-Split Position	Amy Oldfield
	Music (K-12)-Split Position	Laura Brewer
	PE & Health (K-6)	Jill Clapp
	PE & Health (7-12)	Mike Ferreri
	School Counseling (K-12)	Mary Banaszak
	School Psychologist (K-12)	Anne Clark
	Science (9-12)	Kristina Sykes
	Social Studies (9-12)	Laura Sarra
	Special Education (K-12)	Caitlin Mack-Elliott
Theater Arts (K-12)	Jeremy Hawkinson	
Visual Arts (K-12)	Shawn Duckworth	
Strand 2	Elementary Grade Teacher Leader (K-3)*	Amy Scata
	Elementary Grade Teacher Leader (K-3)*	Kristen MacLean
	Elementary Grade Teacher Leader (K-3)*	Marcie Gilsinan-Hooper
	Elementary Grade Teacher Leader (K-3)*	Steve Fish
	Science & Social Studies (K-3)	Linda Izzo
	Science & Social Studies (K-3)	Adrienne Dahlstrom
	Special Education (Pre K-3)	Jeff Pistritto
	Special Education (Intermediate)	Tom Cheevers
	Special Education (Jr. High)	Chuck Loray
	Special Education (Sr. High)	Kelly Nestler

Strand 3

Chemical Hygiene Officer	Jeff Schraver
Instructional Technology/Computer (ECS)- Shared Position	Christina Burke
Instructional Technology/Computer (Primary)- Shared Position	Michele Linse
Instructional Technology/Computer (Intermediate)- Shared Position	Maggie Elliott
Instructional Technology/Computer (Intermediate)- Shared Position	Kylie Hegeman
Instructional Technology/Computer (Jr. High)	Linda Tabit
Instructional Technology/Computer (Sr. High)	Chris Wuest
Nursing (K-12)	Corrine Fox
Math AIS (K-6)	Kylie Hegeman
ELA AIS (K-6)	Dawn Landes
Social Studies (4-6)	Jamie Condon
Science (4-6)- Shared Position	James Mauro
Science (4-6)- Shared Position	Valarie Pezzimenti
ELA Building Level (4-6)	Lisa Shaw
Math Building Level (4-6)	Haley Erwin
Intermediate ELA - 4 th Grade	Kristin Munski
Intermediate ELA - 5 th Grade	JoEllen Hill
Intermediate ELA - 6 th Grade	Rachel Lowe
Intermediate Math - 4 th Grade	Brittany Gordon
Intermediate Math - 5 th Grade	Michelle Ricigliano
Intermediate Math - 6 th Grade- Shared Position	Erin Heberger
Intermediate Math - 6 th Grade- Shared Position	James Mauro
Bilingual Education & World Languages (K-12)	Cristie Rydzynski
English Language Arts (7-8)	Melissa VanRensselaer
Math (7-8)	Tyler Spitz
Science (7-8)	Paula Smith
Social Studies (7-8)	Dan Taylor

Strand 4

Health Coordinator (K-6)	Laura Davis
Intermediate Elementary Grade- 4th Grade (shared position)	Kelly Mead
Intermediate Elementary Grade- 4th Grade (shared position)	Amy Thomas
Intermediate Elementary Grade- 5th Grade	Kimberly Farrington
Intermediate Elementary Grade- 6th Grade	Joy Volkmuth

Leaves of Absence: The granting of a maternity leave of absence for **Jaelyn Hollis**, English Teacher, effective May 26, 2020, and extending to June 30, 2020.

The granting of a maternity leave and subsequent childcare leave of absence for **Erin Black**, School Psychologist, effective approximately September 29, 2020, and extending to December 13, 2020.

Resignations: The resignation of **Benjamin Veit**, Science Teacher, effective June 30, 2020.

The resignation of **Laurie Estochen**, ELL Teacher, effective August 12, 2020.

Position Action: The Board of Education authorizes the following action to be effective on July 1, 2020:

-Abolish the position of .6FTE Foreign Language Teacher position within the Victor Teachers' Association unit. In accordance with Education Law §§ 2510(3) and 3013, Rachel Benjamin shall be placed on the Preferred Eligibility List in the Foreign Language tenure area for a period of seven (7) years.

Benefits: Benefits for non-affiliated District Office Managerial Staff members as described in the Managerial Staff Handbook as submitted.

Benefits for non-affiliated District Office Confidential Staff as described in the Confidential Staff Handbook as submitted.

Salaries: The following salaries for non-affiliated district office staff will be effective for the 2020-2021 school year:

Managerial Staff	Jim Haugh	Assistant Superintendent for Personnel	\$161,073
	Kristin Swann	Associate Superintendent for Educational Services	\$168,497
Confidential Staff	Maureen Goodberlet	District Clerk	\$88,253
	Lisa Hagen	Payroll Clerk, Part Time	\$19.13/hour
	Katie Lew	Employee Relations Assistant	\$45,574
	Lynne Lubaszewski	District Treasurer	\$111,241
	Sheila Mastin	Payroll Clerk	\$62,938
	Jill Smith	Deputy District Treasurer	\$44,779
	Linda Tice	Employee Relations Assistant	\$56,989

**Per Diem
Substitutes:**

<u>Candidate</u>	<u>Area of Certification</u>
Laura Dash	Elementary/Reading/English
Tim DiSanto	Elementary/Special Education

**Non-Instructional
Appointments:**

The appointment of the following as Extended School Year Teacher Aides at their current hourly rate for the 2020/2021 school year: **Sarah Coene, Melissa Hunt, Eric Wachob.**

The promotional appointment of **Brandon MacMillan**, from Cleaner to Night Custodian, effective July 1, 2020, at an hourly rate of \$15.85.

The appointment of **Kimberly Marple**, Night Cleaner, effective July 1, 2020, at an hourly rate of \$12.18.

The appointment of **Michael Fraser**, Night Cleaner, effective July 6, 2020.

Resignations:

The resignation, due to retirement, of **Mary Merlo**, Food Service Helper, effective September 1, 2020.

**Per Diem and
Substitute Positions:**

<u>Candidate</u>	<u>Position</u>
Joanne Chappell	ESY Teacher Aide
Erin Hart	ESY Teacher Aide
Roberta Mourer	School Bus Driver Trainee
Allie Dillman	Summer Grounds Helper
Nicholas Cook	Teacher Aide
Rylee TePoel	Summer Grounds Helper

VICTOR CENTRAL SCHOOL DISTRICT

DISTRICT OFFICE MANAGERIAL STAFF HANDBOOK

*Associate Superintendent for Educational Services
Assistant Superintendent for Personnel
Assistant Superintendent for Business*

Approved by Board of Education – July 9, 2020

Welcome to the Victor Central School District. May your years of service and relationships which develop here be positive. This handbook has been created to promote a better understanding of both managerial administrators' benefits and responsibilities in the District. The Victor Central School District values the service of its staff as an integral part of its operation. Pride and the faithful performance of position responsibilities, no matter what that position, are important and necessary for both the District and its staff members.

Included in this handbook, you will find payroll procedures, work rules, the holiday schedule, and other employment matters. The second part of this handbook is devoted to various Board policies and administrative regulations which may impact you directly. Please become familiar with each.

We have tried to include information that will be of help to all managerial administrators. If there are subjects of general interest to all managerial administrators staff members that should be addressed, we ask that you let us know so that we can include them next time. We welcome suggestions -- just drop a note to me at the District Office. It will be sincerely appreciated.

Cordially,

Timothy Terranova, Ed.D.
Superintendent of Schools

DISTRICT ADMINISTRATION

Superintendent of Schools.....	Timothy Terranova
Associate Superintendent for Educational Services	Kristin Swann
Assistant Superintendent for Business.....	Jay Schickling
Assistant Superintendent for Personnel.....	James Haugh
Director of Athletics and Physical Education.....	Duane Weimer
Director of Computer Services	Angela Affronti
Director of Facilities and Operations.....	Christopher Marshall
Supervisor of Food Services	Alexandra TePoel
Supervisor of Transportation	Darren Everhart

This handbook provides an overview of the benefits provided to the following Managerial Staff Members; Associate Superintendent for Educational Services, Assistant Superintendent for Personnel, Assistant Superintendent for Business or related titles. Questions regarding the benefits contained in this handbook should be directed to the Superintendent of Schools.

NAME AND ADDRESS CHANGES

When a managerial administrator has a change in name, address or phone number, please complete the appropriate form and provide related legal documentation to the Office of Human Resources immediately. Once the change has been made, the information will appear on your paycheck.

MARITAL STATUS

In the event of a change in marital status, please complete the appropriate form and provide related legal documentation to the Office of Human Resources. Changes for federal and state withholding tax can be accomplished by filing updated W-4's.

BENEFICIARY FOR RETIREMENT AND LIFE INSURANCE BENEFITS

The majority of managerial administrators have a death benefit in conjunction with their New York State Teachers'/Employees' Retirement Systems. Beneficiaries of the death benefit are designated at the time of initial employment. Seldom is there a need for a change of designation of beneficiary but death, change in marital or financial status, or other factors can bring about circumstances that make such a change necessary. It is vital that you maintain up-to-date information on your life insurance policies to ensure that your estate will be distributed according to your wishes.

Change in beneficiary forms are available on the Retirement system website and District Human Resources Shared File.

Be sure that your beneficiary designee is up-to-date!

QUESTIONS - REVIEW OF BENEFITS

Managerial administrators having questions about benefits, accumulated sick leave, obligations of employment or Civil Service rules are encouraged to contact the Human Resources Office. Staff members having questions about, pay rate and method of computing pay, deductions, retirement or Social Security are encouraged to contact the Payroll Office.

WORK YEAR

The school year for managerial administrators shall begin on July 1 and end on June 30th of the following calendar year.

A permanent full-time managerial administrator shall receive fourteen (14) paid holidays at his/her regular straight-time rate of pay for his/her normal working hours for each of said holidays as follows:

- New Year's Day and the day before or after
- Martin Luther King, Jr.'s Birthday

- President’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and the day after
- Christmas Day and the day before or after

Managerial administrators may access current leave credit balances through the Wincap Employee Self Service portal.

VACATIONS

Vacations of managerial administrators during the school year shall be taken at times mutually agreed upon by the administrator and the Superintendent.

Administrators in their first year of employment with the District shall accrue 1.66 days of vacation per month of service. Such days may be used during the course of the fiscal year. If a member of the Victor Administrators and Supervisors Association (VASA) is promoted to the Managerial group, his/her leave credits will rollover and then follow the schedule below

After the first full year of managerial administrative service, paid vacation for new hires will be provided effective each July 1 according to the following schedule:

<u>Years of Administrative Service</u>	<u>Vacation Days</u>
1 st year	20
2	22
3-7	24
8-11	25
12 or more	27

Vacation time is calculated on a twelve month basis; however, the administrator may take the vacation time allotted within a fourteen month period. A tenured/permanent administrator shall be allowed to accrue unused vacation time as sick leave.

In the event a managerial administrator has a balance of unused vacation days after the fourteen month period referenced in the District Office Managerial Staff Handbook, the Superintendent may grant a rollover of up to five vacation days into the current school year vacation balance for the particular administrator. These rolled over vacation days (maximum of five) may not be part of any compensation upon termination of service as referenced in the next paragraph. In the event of consecutive year’s worth of unused vacation days, the rollover day’s arrangement will be capped at a maximum balance of five days and therefore not cumulative.

Upon termination of service due to resignation or retirement, managerial administrators will be compensated on a prorated basis, based upon the time worked in the final school year, for any unused vacation days.

PERSONAL LEAVES

From time to time, events may occur which require your absence from work for personal reasons. The District strives to meet both your need to attend to personal matters yet meet organizational demands.

Personal Days - Each full-time administrator shall be entitled to three (3) workdays of personal leave per school year, pro-rated for part-time administrators. Such days may be utilized in half-day (a.m. or p.m.) units, or full-day units. Any unused personal days shall be credited to the administrator's sick leave account at the end of the school year.

Managerial Administrators commencing employment with VCSD subsequent to the start of the school year shall receive a prorated personal leave allowance, such proration being at the rate of one (1) day per year for an administrator initially hired to work four (4) months or less of a school year; two (2) days per year for an administrator initially hired to work more than four (4) but less than eight (8) months per year; and three (3) personal days per year for an administrator initially hired to work more than eight (8) months in their initial year of hire.

Administrators shall be required to notify their immediate supervisor of their request of using a personal leave day at least three (3) days prior to the date of the leave, except under unusual circumstances. The purpose of this leave is to permit an administrator to attend to personal matters which cannot be accomplished during other than normal working hours.

Illness in the Family - Time not to exceed three (3) work days per year may be granted with pay in case of illness in the immediate family or household, or for unusual circumstances brought about by such illness. These days are not cumulative and are separate from all other allowances. Immediate family is defined to mean spouse, child, father, mother, sister, brother, and same relatives-in-law, or persons whose relationship is such that they could be construed to be members of the immediate family. Household is defined to mean a relative whose residence is in the unit member's home.

Under extenuating circumstances, additional sick days for the purpose of family illness may be granted upon the recommendation of the Superintendent. The number of additional days granted shall be deducted from accumulated sick leave days.

In the case of each death in the immediate family, an administrator may take up to five (5) days leave with full pay. Immediate family is defined to mean spouse, child, father, mother, sister, brother, and same relatives-in-law, or persons whose relationship is such that they could be construed to be members of the immediate family. Household is defined to mean a relative whose residence is in the unit member's home.

In the event of the death of a close friend or associate, one day's leave with pay will be granted for funeral attendance.

LEAVE OF ABSENCE

A leave of absence for personal reasons without pay or increment may be granted at the discretion of the Board of Education. Except under unusual circumstances, applications should be submitted on or before the first day of March prior to the school year of requested leave.

SICK LEAVE

Your presence at work is important and critical for the delivery of services to our children, staff and community. Nevertheless, from time to time illness will occur that necessitates staff members' absence. The District provides a comprehensive sick leave program that adequately meets short- and long-term absences necessitated by illness.

Upon initial employment with VCSD, each managerial administrator will be credited with ninety (90) sick days.

Each managerial administrator shall be entitled to fifteen (15) full work days per year for personal illness paid by the District. Fifteen (15) days shall be credited and accrued on the first day of each school year regardless of the previous years unused balance or any maximum balance allowed. Each administrator may accumulate up to a maximum of two hundred forty (240) unused sick days. An administrator's accumulated sick leave balance may not be drawn upon until the 15 sick days credited and accrued for the school year are consumed first. In extenuating circumstances, additional sick days may be granted by the Board of Education upon the recommendation of the Superintendent.

JURY DUTY

Jury duty is viewed by the District as a civic obligation. Managerial Administrators shall not suffer loss of pay, vacation or personal leave benefits for those days needed to fulfill jury duty obligations.

MILITARY DUTY

If you are absent to attend a required summer encampment of a military reserve unit, you may receive your full District salary up to a limit of thirty calendar days. The District must be notified of any prospective military duty as soon as the date has been determined.

WORKING CONDITIONS

EMERGENCY CLOSING

From time to time, schools will be closed due to inclement weather or for other conditions beyond our control. Managerial administrators will be paid for snow days or emergency closings in the following manner.

1. In the event that Ontario County roads are closed due to inclement weather or for another emergency, district employees shall not be required to report to work. The administrator will not be required to use vacation days.
2. When county roads are open and school is closed due to inclement weather or emergency closing, staff members will utilize discretion on whether or not they will report to work.
 - a. Staff members are allowed a maximum of two days per school year where they may work remotely while school is closed for inclement weather or an emergency. They will not be required to use a vacation day for these two instances. It is understood that the staff member will ensure that work responsibilities are completed to the degree possible while working remotely.
 - b. In the event that a staff member wishes to remain at home when school is closed and not work remotely, the staff member will be required to use vacation days to cover such absences.
 - c. In the event that a staff member wishes to remain at home when school is closed (beyond the two days mentioned in item a. above) the staff member will be required to use vacation days to cover such absences.
 - d. A staff member may request to work when school is closed due to inclement weather or an emergency closing. With supervisor's permission, compensatory time may be taken at a mutually agreed-upon later date.

Staff members electing to stay home during an emergency closing must notify their supervisor of their intention to do so. The staff member should indicate which option (a, b, c or d) he/she is using.

VACANCIES

Whenever there is an opportunity for a new position, transfer or advancement, a notice of vacancy for such position is normally posted in each building in the District for fifteen (15) consecutive working days before the position is filled. All such notices usually specify the Civil Service classification or administrative requirements that are necessary, as well as the contractual pay schedule.

RESIGNATION PROCEDURES

The District expects that managerial administrators will give as much notice as possible in the event that resignation is being considered. Such notice should be given to the Superintendent of Schools. Staff members fill an important role in the operation of the Victor Schools. Unexpected, abrupt resignations, for whatever reason, cause a substantial amount of disruption and services to the District and ultimately to its students. A thirty (30) day notice of resignation is expected.

The District's business office requires at least a minimum amount of time to balance out payroll obligations and to make adjustments in benefits.

Former managerial administrators should make certain that the District continues to have their current address for as long as it will be necessary to forward W-2 forms and NYS Employees'/Teachers' Retirement System statements.

RETIREMENT

The decision to retire is an important one which must be made carefully, and thoughtfully.

In the school year, or the year immediately following, when you first become eligible to retire without penalty under the New York State Employees'/Teachers' Retirement Systems, you will be eligible for a salary retirement incentive payment, providing that you file with the Superintendent an irrevocable notice of your decision to retire six months in advance of the retirement date.

The retirement incentive benefit shall be the administrator's daily rate of pay multiplied by the number of accumulated sick days, the total not to exceed \$30,000. In the event the administrator does not have sufficient accumulated sick leave days to receive the maximum benefit, the administrator may choose in writing to compute the benefit at 37% of final salary not to exceed \$30,000. At the discretion of the Superintendent the resignation deadlines and date of retirement may be waived.

The managerial administrator must have credited, at the effective date of retirement, a minimum of fifteen (15) years of service in any administrative capacity to the Victor Central School District.

The administrator must have met all of the eligibility requirements for retirement under the provisions of the New York State Teachers' Retirement, or New York State Employees' Retirement System.

The Victor Central School District shall pay the retirement benefit as employer non-elective contributions into individual 403(b) accounts selected by the employee from among the investment products provided by the endorsed 403(b) provider. Payment shall be made by the end of the month after the date of retirement.

Any benefits listed in this section may be waived by the administrator.

Should death of the administrator occur during the year in which the retirement increment is being paid, the retirement increment will be paid to the administrator's beneficiary or estate.

The Superintendent, at his/her sole discretion, may waive the effective date of retirement or the notification date of January 1st.

SUPPLEMENTAL RETIREMENT PLAN

Projected Benefits

The District will contribute \$3,000 per year into a qualified 403-b account for those participants whose job performance exceeds the District's expectations and standards as determined by the Superintendent of Schools.

Vested and accrued benefits (District contributions plus/minus investment earnings credited to each participant) will be paid in a lump sum when the participant separates from service with the District for any reason.

District contributions will be invested and participants will be credited (or debited) with all gains (or losses) achieved through such investments.

Vesting Schedule

Participants will be 50% vested in the employer contributions after five years of service with the District and 100% vested in the employer contributions after ten years of service with the District. If the participant reaches the normal retirement age under the plan prior to meeting the vesting years of service requirement, he or she will become 100% vested in the employer contributions.

Investment Options

Plan assets will be invested by a committee of Plan trustees to be determined by the District. These trustees may invest the plan assets themselves or hire an investment advisor to make investment decisions.

PROFESSIONAL DEVELOPMENT

CONFERENCES

Staff members are encouraged to continue their professional growth. While the District's operating budget may limit conference attendance, staff members may request to attend conferences without a loss of pay and shall be reimbursed for required expenses to the extent approved by the District.

GRADUATE COURSES

District Office managerial staff will be eligible to take graduate courses approved by the Superintendent of Schools for the purpose of professional development and improvement. Reimbursement will be made for a maximum of three courses per school year upon successful completion of graduate courses. The rate of reimbursement for college courses shall be the per credit hour rate for graduate Education Department courses at the State University of New York at Buffalo, unless the actual per credit hour rate is lower.

HEALTH INSURANCE COVERAGE

The District provides its staff with an outstanding fringe benefit program. Health insurance has become an expensive necessity and a key element of the District's comprehensive benefit program. Staff members are asked to weigh the decision of whether or not to participate carefully due to the cost of health insurance coverage.

The District provides to all full-time administrators the Blue Point Value Health Insurance Program, or a substantially equivalent plan. As of July 1, 2016, the District will pay eighty-five percent (85%) of the total premium cost for staff members enrolled in the health insurance coverage stated above.

The District will contribute toward the staff member's cost of coverage in a Health Maintenance Organization (HMO) an amount equal to that which the District would have

paid for the staff member in Blue Point Value Plan, or a substantially equivalent plan. Any staff member electing to participate in an HMO may do so only on the anniversary date of the Blue Cross/Blue Shield policy, or equivalent policy, or at such time as rate changes become effective.

Managerial staff members may choose to enroll in the Healthy Blue PPO 25/40 with a 5/25/50 Rx plan, or its equivalent, offered through FLASHP. If the employee selects this optional plan, the employee will be responsible for additional premium which is in excess of the District's cost of 85% of the Blue Point 2 Value (\$20 Copay plan).

Managerial staff members will have the option to enroll in a HDHP through FLASHP called the HDHP Signature \$1,500/\$3,000 medical plan.

The District's contribution toward the base Healthy Blue HDHP Signature plan premium will be 100%.

*If the annual premium cost of the Healthy Blue HDHP Signature Family Plan exceeds \$18,000, or \$7,000 for a Single Plan, the District's annual contribution will be 85% and the unit member's contribution will be 15%.

For staff members enrolling in the Healthy Blue HDHP Signature through FLASHP who are eligible to make or receive HSA contributions, the District will contribute the following amounts annually during the term of this Agreement to a health savings account ("HSA"). All general purpose HRA accounts held by such unit members that are still active will be automatically converted to a limited purpose and post-deductible HRA when the PPO HDHP coverage begins. The District's HSA contribution will be made in two equal installments, half in January and half in June of each plan year of this Agreement, as follows:

Effective January 1, 2020, the District will contribute 100% of the family plan in-network deductible, or 100% of the single plan in-network deductible based upon enrollment status.

For both the copay and HDHP options, the plan/policy year is defined as July 1st – June 30th. However, the HDHP benefits are based upon a calendar year unless and until the plan/policy year or deductible year is changed by FLASHP or the carrier in the future.

The PPO HDHP annual deductible is subject to change as the IRS sets the minimum deductible amounts each calendar year.

Effective July 1, 2020 per pending FLASHP regulations, District contributions to HSA or HRA accounts tied to HDHP will be capped at 100% of the deductible.

~~Staff members hired prior to January 1, 2020, who are enrolled in District Sponsored Signature HDHP health insurance plan \$1,500/\$3,000 as of this date and remain in such plan, will receive a District contribution as of January 1, 2020 each year of \$3,000 for a family plan or \$1,500 for a single plan to a limited purpose, post deductible Health Reimbursement Account/105 Plan HRA.~~

~~This HRA will be a limited purpose and post deductible HRA, meaning that it can be used to reimburse only dental and vision expenses before the applicable HDHP deductible has been met.~~

~~and can be used to reimburse any eligible medical, dental, or vision expenses after the deductible for the applicable HDHP has been met.~~

~~At the end of each calendar year, unused amounts remaining in the HRA account will be forfeited and will not roll over to the following year. The HRA account balance will not exceed \$3,000 or \$1,500 of District contributions in any given year.~~

Full-time Managerial staff not electing to participate in the District's insurance program, on a yearly basis (July 1 – June 30), due to coverage elsewhere, will be eligible for a \$2,000 bonus for each year they decline such coverage. Fifty percent of the bonus payment shall be made in January and in June of each year.

DENTAL INSURANCE

The District also provides all staff members with the Blue Cross/Blue Shield Smile Saver Dental Plan - Option I, or a substantially equivalent plan.

The District will pay ninety-five percent (95%) of the total premium cost for employees enrolled in the dental insurance coverage.

Each married staff member whose spouse is also employed by the District is entitled to benefits under only one dental and health insurance contract.

DISABILITY INSURANCE

The District will provide a disability insurance policy which will reimburse the administrator up to 60% of his/her annual salary, based on a deductible period of 90 days or the individual's total accumulated sick leave, whichever is greater.

HEALTH INSURANCE FOR RETIREES

An administrator covered under the terms of this handbook, hired prior to July 1, 2017 with previous administrative service to VCSD who thereafter retires into the New York State Employees'/Teachers' Retirement System, shall be entitled to continue single or family health and dental insurance coverage based on the following schedule:

<u>Years of Service</u> to VCSD	<u>District's Share</u>
15 or more	100% of the premium cost and deductible as applicable

Coverage shall be the base health premium, HSA contribution as applicable, and dental insurance plan that was in effect at the time of retirement, or its substantial equivalent, should the District change plans or carriers.

A retiree's coverage will be changed to the 65 + (or other equivalent plan) when he/she is eligible for such plan in conjunction with the availability of Medicare benefits.

The above provisions apply to dependent children and spouses of deceased retirees who have met these criteria. Excluded from coverage are "new spouses," and his/her children, and non-dependent children of the spouses of deceased retired employees.

An administrator covered under the terms of this handbook, hired or appointed to a Managerial position, after July 1, 2017, who thereafter retires into the New York State Employees'/Teachers' Retirement System, with fifteen years of administrative service to the district, shall be entitled to continue health premium, HSA contribution and dental insurance coverage: The retiree's cost shall be based on the percentage of his/her contribution on the date of retirement and will remain fixed through the period of retirement. This benefit will continue for fifteen years. Should the death of the administrator/director occur prior to the end of the fifteen year coverage period, the District will continue the payment of the premiums for the administrator's/director's spouse until the date on which the administrator/director would have had coverage termed. If an administrator/director obtains other employment after retirement, the District will not pay.

Coverage shall be the base health and dental insurance plan that was in effect at the time of retirement, or its substantial equivalent, should the District change plans or carriers.

A retiree's coverage will be changed to the 65 + (or other equivalent plan) when he/she is eligible for such plan in conjunction with the availability of Medicare benefits.

For those members hired after July 1, 2017, the cost of the retiree's share of the health and dental insurance premium must be paid in advance.

The above provisions apply to dependent children and spouses of deceased retirees who have met these criteria. Excluded from coverage are "new spouses," and his/her children, and non-dependent children of the spouses of deceased retired employees. The cost to the spouse of the deceased retiree will be determined based on applicable coverage at the date of death.

TERM LIFE INSURANCE

The District will provide a basic term life insurance policy equal to 1.5 times the amount of the administrator's annual salary to a maximum of \$200,000 while the individual is actively employed by the school district.

After retirement an individual may choose to continue his/her life insurance policy through the District program at that individual's expense. The benefit year is defined as January 1st through December 31st.

DISCRETIONARY BENEFIT FUND

The District shall set aside for each administrator \$550 annually, into a Health Reimbursement Account which may be spent on medical and dental expenses and premiums not covered by the District or co-pay insurance policies, half of which will be paid in January and half paid in June of each school year.

REDUCTION IN FORCE

Administrators who become subject to lay-off as a result of reduction in force through abolition of positions shall be entitled to the following benefits in accordance with the restrictions set forth below:

Restrictions:

1. A minimum of three (3) years of continuous service as an administrator in the District.
2. Not employed on a full-time basis within or outside of the District in another position.

Benefits:

A total amount of the Supplemental Unemployment Stipend to be paid to any administrator will be \$5,200. This amount will be paid bi-weekly over twenty-six pay periods and treated as salary payment. Deductions for insurance and other appropriate deductions will be made.

Continued eligibility to receive this payment would not be affected by part-time employment.

Payment will commence on the next regularly scheduled pay date after the administrator's lay-off date.

In the event the administrator obtains full-time work during the payout period, payment will cease and will resume again for the remainder of the unpaid amount only at such time as the laid off Administrator again becomes unemployed, but in no event after a period of twelve (12) months from the date original payment began.

PROFESSIONAL PERFORMANCE REVIEW

Administrator/Director will meet at the beginning of each school year (July) with the Superintendent to plan appropriate goal development and activities for the year. The administrator/director will submit written goal statements to the Superintendent of Schools by August 30.

Administrator/Director will submit an appraisal of their work to the Superintendent by May 1 of each year. This will be in narrative form and will use the content of the professional performance review as a guideline. The professional performance review will be completed by the Superintendent of Schools for each administrator/director by June 1 of each school year.

The Superintendent may establish additional administrator/director conferences with non-tenured, or tenured, individuals as needed. The administrator/director may also request additional conferences with the Superintendent within reasonable time frames for both parties.

The written professional performance review should be preceded by a conference between the administrator/director and the Superintendent. The administrator/director may attach a statement to the professional performance review, which will be part of the official record and personnel folder. When an administrator's/director's performance does not meet district expectations, a plan for improvement may be developed by the Superintendent. The Plan for Improvement shall include:

- identification of concerns relating to the expected behaviors;
- suggestions for improvement;

- establishment of specific timelines; and
- provision of adequate resources to facilitate the improvement.

The plan for improvement will be supervised by the Superintendent. The evaluation of the administrator's/director's performance under the Plan for Improvement shall be the responsibility of the Superintendent.

SALARIES

Salaries are individually established at the date of hire. Salaries and benefits are established annually by the Victor Central School District Board of Education upon the recommendation of the Superintendent of Schools. The District strives to maintain a competitive salary scale. Periodic salary increases for personnel not covered by a collective bargaining agreement are provided and compare quite favorably when equated to other staff members covered by a collective bargaining agreement. Individual performance over the preceding year is carefully reviewed by the immediate supervisor and is a key determining factor in recommendations to the Superintendent of Schools for individual salary increases within District operational guidelines.

CHAIN OF COMMAND

From time to time, concerns may occur for which there appears to be "no solution." Experience has shown that open paths of communication can effectively address many concerns or problems that impact our personal and/or professional lives. As a large organization, we try not to lose the human element as we work together to provide a quality educational experience for the youth of Victor. However, as a large organization with increasing demands, a chain of command is necessary to effectively address the demands we face. Staff members should discuss concerns/problems they may have with their immediate supervisor. Solutions to concerns/problems are most effectively resolved at this level.

If it becomes necessary or the concern/problem is of an extremely sensitive nature, staff members should contact the Superintendent of Schools. The District is committed to providing a high quality work life for our staff. By working together, we are confident that concerns/problems that impact you can be successfully resolved.

PROFESSIONAL COURTESY/ATTENDANCE POLICY

A staff member residing outside the Victor Central School District will be allowed to enroll his/her children in the District under the following circumstances:

- A. Transportation to and from school is provided by the staff member;
- B. Space is available (no additional cost) to the District.
- C. The request is approved by the Superintendent of Schools.

EMPLOYEE ASSISTANCE PROGRAM

In our daily lives we confront problems of a wide variety. At times professional counseling is necessary -- a friendly, confidential ear to listen and help. The District provides a free professional service to assist you and members of your immediate family through Employee Assistance Group.

Trained counselors in the fields of psychology, social work, and alcohol-related problems are available to assist you in matters involving alcohol/drug abuse, emotional problems, grieving, compulsive gambling, marital issues, family issues, stress management, financial concerns, and job-related issues. Convenient locations are available by calling the E.A.P. at. 585-383-4478.

VICTOR CENTRAL SCHOOL DISTRICT

CONFIDENTIAL EMPLOYEE HANDBOOK

District Treasurer
District Clerk
Payroll Clerk
Employee Relations Assistants (2)
Deputy District Treasurer

Approved by Board of Education – July 9, 2020

This handbook has been created to promote a better understanding of both staff members' benefits and responsibilities in the District. The Victor Central School District values the service of its Confidential Staff as an integral part of its operation. Pride and the faithful performance of position responsibilities, no matter what that position, are important and necessary for both the District and its staff members.

Included in this handbook you will find payroll procedures, work rules, the holiday schedule, and other employment matters.

We have tried to include information that will be of help to all Confidential Staff members. If there are subjects of general interest to all Confidential Staff members that should be addressed, we ask that you let us know so that we can include them next time. We welcome suggestions -- just drop a note to the Assistant Superintendent for Personnel at the District Office. It will be sincerely appreciated.

Cordially,

Timothy Terranova, Ed.D.
Superintendent of Schools

DISTRICT ADMINISTRATION

Superintendent of Schools.....Timothy Terranova

Associate Superintendent for Educational Services.....Kristin Swann

Assistant Superintendent for Business..... Jay Schickling

Assistant Superintendent for Personnel James Haugh

Director of Athletics and Physical Education Duane Weimer

Director of Technology Angela Affronti

Director of Facilities and Operations Christopher Marshall

Supervisor of Food Services Alexandra TePoel

Supervisor of Transportation Darren Everhart

NAME AND ADDRESS CHANGES

When a Confidential Staff member has a change in name, address or phone number, please notify the Office of Human Resources immediately. Once the change has been made, the information will appear on your paycheck.

MARITAL STATUS

In the event of a change in marital status, please notify the Office of Human Resources. The staff member should also be made aware that any changes in beneficiary information with the NYS Employees' Retirement System, and/or District life insurance policies, can be submitted through the Payroll Office. Changes for federal and state withholding tax can be accomplished by filing updated W-4's.

BENEFICIARY FOR RETIREMENT BENEFITS

The majority of Confidential Staff members have a death benefit in conjunction with their New York State Employees' Retirement. Beneficiaries of the death benefit are designated at the time of initial employment. Seldom is there a need for a change of designation of beneficiary but death, change in marital or financial status, or other factors can bring about circumstances that make such a change necessary. It is vital that you maintain up-to-date information on your life insurance policies to ensure that your estate will be distributed according to your wishes.

Change in beneficiary forms can be provided to you by the Payroll Office or by contacting the retirement system directly.

Be sure that your beneficiary designee is up-to-date!

QUESTIONS - REVIEW OF BENEFITS

Confidential Staff members having questions about benefits, obligations of employment or Civil Service rules are encouraged to contact the Human Resources Office. Staff members having questions about accumulated sick leave, pay rate and method of computing pay, deductions, retirement or Social Security are encouraged to contact the Payroll Office.

HOURS

The hours for full-time Confidential Staff members are from 8:00 A.M. until 4:30 P.M. On days when no students are on campus, the work day will be from 8:00 A.M. until 4:00 P.M.

A permanent full-time employee shall receive fourteen (14) paid holidays at his/her regular straight-time rate of pay for his/her normal working hours for each of said holidays as follows:

- New Year's Day and the day before or after
- Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and the day after
- Christmas Day and the day before or after

Confidential Staff members will receive by September 30, or as soon thereafter as possible, a statement listing the accumulated sick days and personal days available for that year.

VACATIONS

Staff members shall earn paid vacation in accordance with the schedule hereinafter set forth. All twelve-month personnel hired after July 1st will receive pro-rated paid vacation time.

<u>Continuous Years</u> <u>of Service</u>	<u>Vacation</u> <u>Entitlement</u>
0 - 5	3 weeks
6.....	3 weeks + 1 day
7.....	3 weeks + 2 days
8.....	3 weeks + 3 days
9.....	3 weeks + 4 days
10-15	4 weeks
16.....	4 weeks + 1 day
17.....	4 weeks + 2 days
18.....	4 weeks + 3 days
19.....	4 weeks + 4 days
20+	5 weeks + 1 day

For a Confidential Staff member changing from a ten-month or school year (185 days) schedule to a twelve-month schedule, the actual number of months worked shall be converted to years (total number of months worked divided by twelve [12]) for computing vacation and benefits.

Prior service as provided above shall be credited to the member at the completion of the first year as a twelve-month employee and effective the following July 1.

Vacation time is calculated on a twelve month basis; however, the Confidential Staff member may take the vacation time allotted within a fourteen month period.

In the event a Confidential Staff member has a balance of unused vacation days after the fourteen month period, referenced in the Confidential Employee Handbook, the Superintendent may grant a rollover of up to five vacation days into the current school year vacation balance for the particular staff member. These rolled over vacation days (maximum of five) may not be part of any compensation upon termination of service as referenced in the next paragraph. In the event of consecutive year's worth of unused vacation days, the rollover day's arrangement will be capped at a maximum balance of five days and therefore not cumulative.

Upon termination of service due to resignation or retirement, staff members will be compensated on a prorated basis, based upon the time worked in the final school year, for any unused vacation days.

PERSONAL LEAVES

From time to time, events may occur which require your absence from work for personal reasons. The District strives to meet your need to attend to personal matters, yet meet organizational demands.

Each full-time Confidential Staff member receives three (3) days of personal leave with full pay per year. Personal leave may be taken with the permission of your immediate supervisor. This leave is in addition to sick leave days, family emergency days, and days allowed for a death in the immediate family, and will be allowed at the discretion of the immediate supervisor. Except in cases of emergency, personnel shall notify the immediate supervisor at least three (3) days in advance of their desire to use a personal day. Personal leave days will not be cumulative from year to year, but any of the unused personal leave days shall be added to the accumulated sick leave days of the member.

The number of personal days available to members working less than a full year shall be prorated as follows:

<u>Month of Hire</u>	<u>Number of Personal Days Available</u>
<u>12-Month Personnel:</u>	
July - Oct.	3
Nov. - Feb.	2
March - June	1

For the purposes of this section, any day of the month constitutes the hire month.

In the case of death in the immediate family, each Confidential Staff member may take up to five (5) days leave with full pay. Immediate family shall here be defined as parent (or surrogate) brother or sister, son or daughter, grandparent (including in-laws in each case), spouse, grandchild, or person living under the same roof.

In the event of the death of a close friend or associate, one day's leave with pay will be granted for funeral attendance.

LEAVE OF ABSENCE

Confidential Staff members may request a leave of absence without pay or benefits for personal reasons for a period not to exceed one (1) year. Such requests will be in writing and subject to the approval of the Director of Human Resources.

Members on leave shall notify the Human Resources Office in writing at least three (3) months prior to the expiration date of the leave stating the intention to return to work. Failure to notify the Human Resources Office shall be deemed to constitute a resignation.

Upon return to work at the termination of the leave, staff members will be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position. All benefits to which a Confidential Staff member was entitled at the time the leave of absence commenced will be restored upon return unless changed through Board action. Upon return to work, the staff member's former hourly rate shall be recalculated to reflect the most recent increase in effect at the time the member returns from leave. Time spent on leave shall not be credited to the member's employment record.

Confidential Staff members will be granted parenthood leave upon written application which shall, as far as possible, be made at least six (6) months before the birth or adoption of a child. Such leave may continue for a period not exceeding one (1) year after the birth or adoption of a child, or other termination of pregnancy.

Return from parenthood leave shall be governed by the second paragraph of this section.

Confidential Staff members will be granted, upon request, sick leave for disability occasioned by pregnancy and/or delivery. Such member shall provide a certificate from her physician setting forth the onset and termination of such disability. Sick leave payments for said disabilities shall be available only through accumulated sick days.

The District fully complies with the Family Medical Leave Act for all circumstances covered by that law.

SICK LEAVE

Your presence at work is important and critical for the delivery of services to our children, staff and community. Nevertheless, from time to time illness will occur that necessitates staff members' absence. The District provides a comprehensive sick leave program that adequately meets short- and long-term absences necessitated by illness.

Twelve-month staff members receive twelve (12) sick days per year with full pay. Sick leave is accumulative to 265 days.

All twelve-month personnel hired after July 1st will receive pro-rated paid sick days.

FAMILY EMERGENCY DAYS

Any employee covered by this Agreement who has been continuously employed at least ninety (90) days shall be granted up to three (3) working days annually with pay for serious illness involving family members (spouse, son, daughter, parent, significant other living in household). These days may accumulate as sick days. The employee's annual allotment shall be credited to his or her record on the first day in each new school year. In the first year of employment, an employee's entitlement to such leave shall be prorated on the basis of the portion of the school year actually worked.

Under extenuating circumstances, sick days for the purpose of family illness may be granted upon the recommendation of the immediate supervisor, with the approval of the Director of Human Resources. The number of additional days granted shall be deducted from accumulated sick leave days.

JURY DUTY

Jury duty is viewed by the District as a civic obligation. Confidential Staff members shall not suffer loss of pay, vacation or personal leave benefits for those days needed to fulfill jury duty obligations.

MILITARY DUTY

If you are absent to attend a required summer encampment of a military reserve unit, you may receive your full District salary up to a limit of thirty calendar days. The District must be notified of any prospective military duty as soon as the date has been determined.

WORKING CONDITIONS

EMERGENCY CLOSING

From time to time, schools will be closed due to inclement weather or for other conditions beyond our control. Confidential Staff members will be paid for snow days or emergency closings in the following manner.

1. In the event that Ontario County roads are closed due to inclement weather or for another emergency, district employees shall not be required to report to work. The staff member will not be required to use vacation days.
2. When county roads are open and school is closed due to inclement weather or emergency closing, staff members will utilize discretion on whether or not they will report to work.
 - a. Confidential Staff members are allowed a maximum of two days per school year where they may work remotely while school is closed for inclement weather or an emergency. They will not be required to use a vacation day for these two instances. It is understood that the Confidential Staff member will ensure that work responsibilities are completed to the degree possible while working remotely.
 - b. In the event that a Confidential Staff member wishes to remain at home when school is closed and not work remotely, the Confidential Staff member will be required to use vacation days to cover such absences.
 - c. In the event that a Confidential Staff member wishes to remain at home when school is closed (beyond the two days mentioned in item a. above) the staff member will be required to use vacation days to cover such absences.
 - d. A Confidential Staff member may request to work when school is closed due to inclement weather or an emergency closing. With supervisor's permission, compensatory time may be taken at a mutually agreed-upon later date.

Confidential Staff members electing to stay home during an emergency closing must notify their supervisor of their intention to do so. The Confidential Staff member should indicate which option (a, b, c or d) he/she is using.

VACANCIES

Whenever there is an opportunity for a new position, transfer or advancement, a notice of vacancy for such position is normally posted in each building in the District for five (5) consecutive working days before the position is filled. All such notices usually specify the Civil Service classification and contractual pay schedule. Any ten-month or school year staff members having an interest in a position which becomes available when school is not in session, shall indicate their interest to the Director of Human Resources prior to each July 1.

Vacancies are not filled until current staff members interested in such position have first been interviewed providing they have the minimum Civil Service qualifications for the position.

REASSIGNMENT

From time to time, reassignment of staff members becomes necessary.

In cases of involuntary transfers, Confidential Staff members are notified as soon as practical. Reassignments are made only after a meeting with the staff member involved and the immediate supervisor and/or Director of Human Resources in order to explain the reason for the reassignment.

RESIGNATION PROCEDURES

The District expects that Confidential Staff members will give as much notice as possible in the event that resignation is being considered. Such notice should be given to the immediate supervisor and to the Director of Human Resources. Confidential Staff members fill an important role in the operation of the Victor Schools. Unexpected, abrupt resignations, for whatever reason, cause a substantial amount of disruption and services to the District and ultimately to its students. Normally, a thirty (30) day notice of resignation is expected.

The District's business office requires a minimum amount of time to balance out payroll obligations and to make adjustments in benefits. Staff members are obligated to make arrangements with their immediate supervisor for return of District keys and a checkout of equipment and supplies in order to be cleared for a final payroll.

Former Confidential Staff members should make certain that the District continues to have their current address for as long as it will be necessary to forward W-2 forms and NYS Employees' Retirement System statements.

RETIREMENT

The decision to retire is an important one which must be made carefully and thoughtfully. When you become eligible to retire under the New York State Employees' Retirement System, you will be eligible for an increment in your final salary, providing that you file with the Superintendent by January 1st in the final calendar year of service an irrevocable notice of your decision to retire effective June 30th.

To be eligible for the service increment, you must have a minimum of fifteen (15) years of service in the District. Currently, the retirement increment is based on accumulated sick days up to a maximum one hundred (100) days not to exceed \$30,000. The Victor Central School District shall pay the retirement benefit as employer non-elective contributions into individual 403(b) accounts selected by the employee from among the investment products provided by the endorsed 403(b) provider. Payment shall be made by the end of the month after the date of retirement. Confidential Staff members wishing to take advantage of this increment must notify the Human Resources Office by January 1st in the final calendar year of service. The retirement increment is based on the number of accumulated sick days, as set forth above, times your daily rate of pay of the year of notification.

Should death of the staff member occur during the year in which the retirement increment is being paid, the retirement increment will be paid to the Confidential Staff member's beneficiary or estate.

SUPPLEMENTAL RETIREMENT PLAN

Projected Benefits

The District will contribute \$3,000 per year into a qualified 403-b account for those participants whose job performance exceeds the District's expectations and standards as determined by the Superintendent of Schools.

Vested and accrued benefits (District contributions plus/minus investment earnings credited to each participant) will be paid in a lump sum when the participant separates from service with the District for any reason.

District contributions will be invested and participants will be credited (or debited) with all gains (or losses) achieved through such investments.

Vesting Schedule

Participants will be 50% vested in the employer contributions after five years of service with the District and 100% vested in the employer contributions after ten years of service with the District. If the participant reaches the normal retirement age under the plan prior to meeting the vesting years of service requirement, he or she will become 100% vested in the employer contributions.

Investment Options

Plan assets will be invested by a committee of Plan trustees to be determined by the District. These trustees may invest the plan assets themselves or hire an investment advisor to make investment decisions.

PROFESSIONAL ADVANCEMENT DAY

Confidential Staff members are encouraged to participate in Professional Advancement Day activities. A staff member's attendance at Professional Advancement Day may be excused in the event of unusual and unanticipated circumstances by the immediate supervisor. Each full-

time staff member shall be compensated for that day.

CONFERENCES

Confidential Staff members are encouraged to continue their professional growth. While the District's operating budget may limit conference attendance, staff members may request to attend conferences without a loss of pay and shall be reimbursed for required expenses to the extent approved by the District. Please discuss conference attendance with your immediate supervisor. Together you may construct a professional development plan.

COURSEWORK AND INSERVICE CREDIT

The District places a premium on your continued professional growth. An extensive staff development program exists under the direction of the Assistant Superintendent for Curriculum and Instruction. Your input for future course offerings would be appreciated.

Confidential Staff members may submit a request for reimbursement for courses which may assist in the improvement of their professional performance.

Confidential Staff members may be eligible for in-service credit in lieu of tuition reimbursement. All in-service courses must be approved in advance by the Director of Human Resources. An increment of \$300 will be paid for every 45 classroom hours of approved in-service coursework, or three credit hours of successfully completed college coursework. This increment will be added to base salary on July 1st following completion of coursework. As of July 1, 2000, the number of eligible in-service salary increments is limited to six (6) for each staff member.

A Confidential Staff member seeking to enroll in courses not offered by the District's Staff Development Office should submit a written request on forms provided by the District to the Director of Human Resources for approval prior to registration.

Confidential Staff members taking in-service courses for salary credit will not be reimbursed for expenses incurred in taking the course and such election must take place at the time of application. Courses taken under the reimbursement election shall be paid for upon proof of successful completion of the course and proof of tuition payment to a maximum of \$1,500 per year per staff member.

HEALTH INSURANCE COVERAGE

The District provides its Confidential Staff with an outstanding fringe benefit program. Health insurance has become an expensive necessity and a key element of the District's comprehensive benefit program. Staff members are asked to weigh the decision of whether or not to participate carefully due to the cost of health insurance coverage.

The District provides to all full-time confidential employees the Blue Point Value Health Insurance Program, or a substantially equivalent plan. As of July 1, 2016, the District will pay ninety percent (90%) of the total premium cost for staff members enrolled in the health insurance coverage stated above.

The District will contribute toward the Confidential Staff member's cost of coverage in a Health Maintenance Organization (HMO) an amount equal to that which the District would have paid for the staff member in the Blue Point Value Plan, or a substantially equivalent plan. Any staff member electing to participate in an HMO may do so only on the anniversary date of the Blue Cross/Blue Shield policy, or equivalent policy, or at such time as rate changes become effective.

Confidential staff members may choose to enroll in the Healthy Blue PPO 25/40 with a 5/25/50 Rx plan, or its equivalent, offered through FLASHP. If the employee selects this optional plan, the employee will be responsible for additional premium, which is in excess of the District's cost of 90%

Confidential staff members will have the option to enroll in a HDHP through FLASHP called the HDHP Signature \$1,500/\$3,000 medical plan.

The District's contribution toward the base Healthy Blue HDHP Signature plan premium will be 100%.

* If the annual premium cost of the Healthy Blue HDHP Signature Family Plan exceeds \$18,000, or \$7,000 for a Single Plan, the District's annual contribution will be 85% and the unit member's contribution will be 15%.

For staff members enrolling in the Healthy Blue HDHP Signature through FLASHP who are eligible to make or receive HSA contributions, the District will contribute the following amounts annually during the term of this Agreement to a health savings account ("HSA"). All general purpose HRA accounts held by such unit members that are still active will be converted to a limited purpose and post-deductible HRA when the PPO HDHP coverage begins. The District's HSA contribution will be made in two equal installments, half in January and half in June of each plan year of this Agreement, as follows:

The District will contribute 100% of the family plan in-network deductible, or 100% of the single plan in-network deductible based upon enrollment status.

For both the copay and HDHP options, the plan/policy year is defined as a July 1st – June 30th. However, the HDHP benefits are based upon a calendar year unless and until the plan/policy year or deductible year is changed by FLASHP or the carrier in the future.

The PPO HDHP annual deductible is subject to change as the IRS sets the minimum deductible amounts each calendar year.

Effective July 1, 2020 per pending FLASHP regulations, District contributions to HSA or HRA accounts tied to HDHP will be capped at 100% of the deductible.

~~This HRA will be a limited purpose and post deductible HRA, meaning that it can be used to reimburse only dental and vision expenses before the applicable HDHP deductible that has been met, and can be used to reimburse any eligible medical, dental, or vision expenses after the deductible for the applicable HDHP has been met.~~

~~At the end of each calendar year, unused amounts remaining in the HRA account will be forfeited and will not roll over to the following year. The HRA account balance will not exceed \$3,000 or \$1,500 of District contributions in any given year.~~

Full-time confidential staff not electing to participate in the District's insurance program, on a yearly basis (July 1 – June 30), due to coverage elsewhere, will be eligible for a \$2,000 bonus for each year they decline such coverage. Fifty percent of the bonus payment shall be made in January and fifty percent in June of each year.

DENTAL INSURANCE

The District also provides all Confidential Staff members with the Blue Cross/Blue Shield Smile Saver Dental Plan - Option I, or a substantially equivalent plan.

The District currently pays ninety-five percent (95%) of the total premium cost for employees enrolled in the dental insurance coverage, who work a minimum of thirty (30) hours per week.

Each married staff member whose spouse is also employed by the District is entitled to benefits under only one dental and health insurance contract.

HEALTH INSURANCE FOR RETIREES

Any Confidential Staff member who thereafter retires into the New York State Employees' Retirement System, shall be entitled to continue single or family health and dental insurance coverage based on the following schedule:

<u>Years of Service</u>	<u>District's Share</u>	<u>Employee's Share</u>
15 or more	95% of the premium cost of the base health premium, HSA as applicable, and dental plans	5% of the premium cost of the base health premium, HSA as applicable, and dental plans

Coverage shall be the Blue Point Value Health Insurance Plan, or its substantial equivalent, should the District change plans or carriers.

A retiree's coverage will be changed to the 65+ (or other equivalent plan) when he/she is eligible for such plan in conjunction with the availability of Medicare benefits. The retiree's cost shall be based on the dollar amount of his/her contribution on the date of retirement and will remain fixed up until retiree's coverage is changed to the 65+ plan. If the total premium cost for the Medicare plan is lower than the District portion of the premium for

the retiree's "under 65 plan", there will be no cost to the retiree for the Medicare plan for the remainder of their period of retirement.

The cost of the retiree's share of the health and dental insurance premium must be paid in advance.

The above provisions apply to spouses of deceased retirees who have met these criteria. Excluded from coverage are "new spouses," and his/her children, and non-dependent children of the spouses of deceased retired staff members.

LIFE INSURANCE

The District will provide a basic term life insurance policy equal to 1.5 times the amount of the staff member's annual salary to a maximum of \$200,000 while the individual is actively employed by the school district.

After retirement an individual may choose to continue his/her life insurance policy through the District program at that individual's expense.

DISCRETIONARY BENEFIT FUND

The District shall set aside for each staff member \$550 annually, into a Health Reimbursement Account which may be spent on medical and dental expenses and premiums not covered by the District or co-pay insurance policies, half of which will be paid in January and half paid in June each school year.

DISABILITY INSURANCE

The District will provide a disability insurance policy which will reimburse the Confidential Staff member up to 60% of his/her annual salary, based on a deductible period of 90 days or the individual's total accumulated sick leave, whichever is greater.

SALARIES

Salaries are individually established at the date of hire. Salaries and benefits are established annually by the Victor Central School District Board of Education upon the recommendation of the Superintendent of Schools. The District strives to maintain a competitive salary scale. Periodic salary increases for personnel not covered by a collective bargaining agreement are provided and compare quite favorably when equated to other staff members covered by a collective bargaining agreement. Individual performance over the preceding year is carefully reviewed by the immediate supervisor and is a key determining factor in recommendations to the Superintendent of Schools for individual salary increases within District operational guidelines.

Effective July 1, 2003, Confidential Staff members covered hereunder who document the possession of an Associate's degree or its equivalent from an accredited college or university shall be compensated an additional \$400 in salary. Effective July 1, 2003, staff members covered hereunder who document the possession of a Bachelor's degree or its equivalent from an accredited college or university shall be compensated an additional \$1,500 in salary.

LONGEVITY

Confidential Staff members covered hereunder shall be eligible for the following longevity plan:

After five (5) years of continuous service	\$150.00
After ten (10) years of continuous service	\$300.00
After fifteen (15) years of continuous service	\$400.00
After twenty (20) years of continuous service	\$500.00
After twenty-five (25) years of continuous service	\$600.00

Eligibility for longevity will be determined upon October 1 of each year and the appropriate amount will be paid to the employee the first payday in December immediately following.

MANAGEMENT RIGHTS

The District retains the right to manage its business and services and to direct the working force including, but not limited to, the right to discipline, suspend and discharge staff members for cause as stated in Section 75 of the Civil Service Law; to hire, assign, transfer, promote and determine the qualifications of staff members, to eliminate positions, to determine the starting and ending times of the work day, subject only to such regulations governing the exercise of these rights as are expressly provided by law.

CHAIN OF COMMAND

From time to time, concerns may occur for which there appears to be "no solution." Experience has shown that open paths of communication can effectively address many concerns or problems that impact our personal and/or professional lives. As a large organization, we try not to lose the human element as we work together to provide a quality educational experience for the youth of Victor. However, as a large organization with increasing demands, a chain of command is necessary to effectively address the demands we face. Staff members should discuss concerns/problems they may have with their immediate supervisor. Solutions to concerns/problems are most effectively resolved at this level.

If it becomes necessary or the concern/problem is of an extremely sensitive nature, staff members should contact the Director of Human Resources. The District is committed to providing a high quality work life for our staff. By working together, we are confident that concerns/problems that impact you can be successfully resolved.

PROFESSIONAL COURTESY/ATTENDANCE POLICY

A Confidential Staff member residing outside the Victor Central School District will be allowed to enroll his/her children in the District under the following circumstances:

- A. Transportation to and from school is provided by the staff member;
- B. Space is available (no additional cost) to the District.
- C. The request is approved by the Superintendent of Schools.

EMPLOYEE ASSISTANCE PROGRAM

In our daily lives we confront problems of a wide variety. At times professional counseling is necessary -- a friendly, confidential ear to listen and help. The District provides a free professional service to assist you and members of your immediate family through Employee Assistance Group.

Trained counselors in the fields of psychology, social work, and alcohol-related problems are available to assist you in matters involving alcohol/drug abuse, emotional problems, grieving, compulsive gambling, marital issues, family issues, stress management, financial concerns, and job-related issues. Convenient locations are available by calling the E.A.P. at. 585-383-4478.



953 High Street, Victor, New York 14564 www.victorschools.org p 585.924.3252 f 585.742.7023

Jay Schickling, Assistant Superintendent for Business

To: Dr. Tim Terranova, Superintendent of Schools

From: Jay Schickling, Assistant Superintendent for Business

Date: 6/30/2020

Topic: Emergency Bus Purchase Resolution Revision

Dr. Terranova,

Earlier in the year the Board of Education approved a resolution for the emergency purchase of buses to replace those damaged by the fire at the bus garage. This resolution was based upon the value of the buses on our schedule of insured values, leading to a purchase limit of \$283,844.

Subsequently, the insurance adjustment process has determined the replacement value of the buses to be of a greater value than the initial schedule of values. I would like to request approval of the attached resolution to reflect the purchase value of \$291,928.14 which is supported by an insurance recovery of \$291,722.14 and residual BAN proceeds of from our voter approved borrowing from the May 2019 budget vote.

If you have any further questions please do not hesitate to ask.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Schickling", written over a white background.

Jay Schickling
Assistant Superintendent for Business

**VICTOR CENTRAL SCHOOL DISTRICT
EMERGENCY BUS PURCHASE RESOLUTION**

WHEREAS, on February 5, 2020, Victor Central School District buses 267 and 286 were subject to a spontaneous fire in the bus yard causing damage to both District owned vehicles; and

WHEREAS, Utica National Insurance, the School District's insurance carrier, has determined the bus to be a total loss; and

WHEREAS, the insurance carrier has determined the replacement value of the buses to be \$145,88.07 each; and

WHEREAS, the buses must be replaced immediately so that the District may continue to provide required transportation services to its students; and

WHEREAS, Education Law section §1709(25) permits the District to purchase a replacement bus without voter approval

NOW THEREFORE, BE IT RESOLVED:

1. Pursuant to Education Law §1718(2), the Board of Education hereby accepts the insurance proceeds from Utica National and appropriates such money for the use of purchasing two buses as set forth herein.
2. The Board of Education hereby determines that, due to the loss of the bus, the immediate and emergency replacement of the bus is required.
3. The Board of Education authorizes the purchase of two new buses, subject to requirements in the General Municipal Law, at a total aggregate cost not to exceed \$291,928.14 pursuant to New York State Contract.
4. The Superintendent of Schools and Director of Transportation are authorized to execute the necessary forms for the purchase of the new school buses and file any necessary and proper paperwork with the State Education Department to insure State Aid is received.
5. This Resolution shall take effect immediately upon its adoption.

Date Adopted _____

Yea _____/Nay _____



953 High Street, Victor, New York 14564 www.victorschools.org p 585.924.3252 f 585.742.7090

Kristin Swann, Associate Superintendent of Educational Services

MEMORANDUM

TO: Tim Terranova, Superintendent

FROM: Kristin Swann, Associate Superintendent

CC: Ms. Roni Puglisi

RE: Business Textbook Adoption

DATE: June 29, 2020

Ms. Sue Utz will once again be teaching a Personal Finance course next year at the High School. The business department is looking to purchase *Personal Finance, Seventh Edition* by Jeff Madur. This textbook is the Finger Lakes Community College recommended text that our students must use to receive Gemini credit for the course.

Ms. Utz has reviewed the recommended textbook and notes that it provides students with a “hands on” approach to learning the importance of financial planning. The text includes a running example throughout to keep the material relevant. It is fully updated with recent financial trends, such as lower interest rates, changing salaries and rules for credit card use. It also includes relevant case studies at the end of each chapter. It is an active text that will assist students in becoming comfortable in managing their finances into the future.

Per our Board of Education Policy #3000, I’m respectfully requesting that you recommend that this text be adopted by the Board of Education. I can make a copy of the text available in the Office of Educational Services should a member of the Board decide they would like to review it before making a decision.

Thank you for your consideration.

EXTRACT OF MINUTES

Meeting of the Board of Education of the

Victor Central School District, in the

Counties of Ontario, Monroe and Wayne, New York

July 9, 2020

* * *

A regular meeting of the Board of Education of the Victor Central School District, in the Counties of Ontario, Monroe and Wayne, New York, was held in said District on July 9, 2020, at _____ o'clock P.M. (Prevailing Time).

There were present: _____, President of the Board of Education;
and

Board Members:

There were absent:

Also Present: Maureen Goodberlet, District Clerk

* * *

Board Member _____ offered the following resolution
and moved its adoption:

BOND RESOLUTION OF THE VICTOR CENTRAL SCHOOL DISTRICT, NEW YORK, ADOPTED JULY 9, 2020, AUTHORIZING THE PURCHASE OF VARIOUS SCHOOL BUSES AND VEHICLES FOR USE BY THE DISTRICT, STATING THE ESTIMATED TOTAL COST THEREOF IS \$865,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$865,000 SERIAL BONDS OF SAID DISTRICT TO FINANCE SAID APPROPRIATION.

Recital

WHEREAS, at the 2020 Annual District Meeting and Election duly called and held in the Victor Central School District, in the Counties of Ontario, Monroe and Wayne, New York, a majority of the qualified voters present and voting approved the Bond Proposition authorizing the Board of Education to purchase various school buses and vehicles for use by the District at the estimated total cost of \$865,000, and to levy and collect a tax to be collected in annual installments to pay the principal of and interest on the serial bonds authorized to be issued;

Now, therefore,

THE BOARD OF EDUCATION OF THE VICTOR CENTRAL SCHOOL DISTRICT, IN THE COUNTIES OF ONTARIO, MONROE AND WAYNE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Education) AS FOLLOWS:

Section 1. The Victor Central School District, in the Counties of Ontario, Monroe and Wayne, New York (herein called "District"), is hereby authorized to purchase various school buses and vehicles for use by the District. The estimated total cost thereof, including preliminary costs and costs incidental thereto and to the financing thereof, is \$865,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$865,000 serial bonds of the District to finance said appropriation, and the levy and collection of taxes on all the

taxable real property in the District to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Serial bonds of the District in the principal amount of \$865,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness of the class of objects or purposes for which said serial bonds are authorized to be issued, within the limitations of Section 11.00 a. 89 of the Law, is five (5) years.

(b) The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the District for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the District, payable as to both principal and interest by general tax upon all the taxable real property within the District without limitation of rate or amount. The faith and credit of the District are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in

anticipation of the sale of said bonds, and provision shall be made annually in the budget of the District by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the Board of Education relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 6. This bond resolution shall take effect immediately.

* * *

The adoption of the foregoing resolution was seconded by Board Member

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, Maureen Goodberlet, District Clerk of the Victor Central School District, in the Counties of Ontario, Monroe and Wayne, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Education of said Victor Central School District duly called and held on July 9, 2020, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Education and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
corporate seal of said Victor Central School District
this _____ day of July, 2020.

(SEAL)

District Clerk

EFPR GROUP, CPA'S, PLLC



100 South Clinton Avenue, Suite 1500 • Rochester, NY 14604 • Ph: (585) 427-8900 • Fax: (585) 427-8947
Visit us at www.efprgroup.com

Control Cycle Audit of the High Deductible Health Insurance Plans

VICTOR CENTRAL SCHOOL DISTRICT



**Victor Central School District
953 High Street
Victor, NY 14564**

July 1, 2020



To the Audit Committee
Victor Central School District
Victor, New York

We have performed a review of the District's high deductible health insurance plans. We obtained an understanding of these plans and the related financial obligations of the District through inquiry, observation and the inspection of documents and records. Our review of the high deductible health insurance plans included examining the related collective bargaining agreements which outlined the District's financial obligations to each group's members. It also included examining related financial reporting, health insurance invoices, and employment records.

This consulting engagement was conducted in accordance with Statements on Standards for Consulting Services as issued by the American Institute of Certified Public Accountants Management Consulting Services Executive Committee. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described either for the purpose for which this report has been requested or for any other purpose.

Our procedures consisted of a review of financial reports and documentation as well as interviews with pertinent District personnel. We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. It should be noted that the comments herein may be critical by nature and do not include the many strengths inherent within the District.

This report is intended solely for the information and use of the Victor Central School District and is not intended to be, and should not be used by anyone other than those specified parties.

EFPR Group, CPAs, PLLC

EFPR GROUP, CPAs, PLLC
Rochester, New York

BACKGROUND:

The Victor Central School District (District) is located in Ontario County. Our overall goal was to assess the adequacy of the internal controls put in place by officials to safeguard the assets of the District. To accomplish this, we performed a risk assessment of the District's internal controls evaluating the risk within each control cycle. Our risk assessment evaluated the following areas or control cycles: Budgeting; Cash Receipts and Revenue; Transportation; Food Service; Extraclassroom Activity Fund; Capital Assets/Projects and Indebtedness; Purchasing, Claims, Accounts Payable and Cash Disbursements; Payroll and Personnel; and Accounting, Reporting and Information Technology. Using our risk assessment report dated December 20, 2019, and other criteria, the Audit Committee of the District selected to review the high deductible health insurance plans. As a result, our team led by James I. Marasco and James M. Buffum performed testing which was limited to this area.

The District has begun introducing high deductible health insurance plans to its various collective bargaining groups over the past two years. These plans serve as an alternative to the typical copay plans that have traditionally been offered. Under the terms of the bargaining agreements, the District has agreed to meet various financial obligations as incentives to encourage employees to enroll in the high deductible plans for their health insurance coverage. These incentives include the District funding the amount of the annual deductible to health savings accounts for participants. For some bargaining groups, the incentives also include the District funding an allowance to post-deductible health reimbursement accounts. These required incentives have created the need for the District to develop a process to identify, track, and reconcile the associated payments. The high deductible plans have been introduced to members of the following bargaining groups:

- Victor Teacher's Association (VTA)
- Civil Service Employee's Association (CSEA)
- Victor Administrator and Supervisor Association (VASA)

The District funds the contributions to health savings accounts (HSA) twice a year. Half of the amount is processed in January and half in June. The amount of the deductible is dependent on whether the employee is enrolled in a single person plan or a family plan. The District has also established a process for employees to utilize funds in advance of these contributions if they have qualifying medical expenses. For example, if an employee has depleted the January contribution, they are allowed to utilize the remaining funds as a "bridge" to the June contribution. These amounts are tracked by the District and adjusted off the June contribution.

The District also funds contributions to health reimbursement accounts (HRA) for certain bargaining groups. These contributions are designed to cover qualifying medical expenses once the annual deductible has been met. Again, the amount of the contribution is dependent on whether the employee is enrolled in a single person plan or a family plan.

AUDIT SCOPE, PROCEDURES AND FINDINGS:

OBJECTIVES:

The objectives of our audit were to:

- Review and assess procedures related to processing healthcare contributions to HSA and HRA accounts for adequate internal controls to ensure payments are processed in accordance with the terms of the collective bargaining agreements.
- Verify the accuracy of the HSA contributions that were processed in January 2019, June 2019, and January 2020.
- Verify the accuracy of the HRA contributions that were processed in January 2019, June 2019, and January 2020.

AUDIT PROCEDURES:

In performing our review of the high deductible plans, we reviewed financial reporting related to the contributions processed by the District, health insurance invoices, employment records, and the District's records itemizing the amounts processed for related employees. Our scope included contributions processed for January 2019, June 2019, and January 2020. Audit procedures included:

Health Savings Account (HSA) Contributions-

- Verify the accuracy of the roster of employees who received HSA contributions to the District's health insurance invoices to confirm they were enrolled in a high deductible plan.
- Verify that each employee who received a contribution belongs to a collective bargaining agreement that provides for a District contribution.
- Verify the amount of the contribution each employee received is consistent with the terms of their collective bargaining agreement.
- Verify that use of "bridge" funds are being tracked and accurately adjusted from the June contributions, as applicable
- Reconcile the amount of expected contributions to financial reporting from the District summarizing the total amounts processed to HSA accounts.
- Determine whether there are other employees who are enrolled in high deductible plans who did not receive an applicable HSA contribution.

AUDIT SCOPE, PROCEDURES AND FINDINGS (Continued):

Health Savings Account (HSA) Contributions (Continued)

FINDINGS:

We were successful in reconciling all HSA contributions. We verified that amounts processed by the District were supported by employee rosters who were confirmed to be enrolled in high deductible plans. Contribution amounts were accurate and in accordance with obligations outlined in the collective bargaining agreements. No exceptions were noted.

COMMENT:

During our testing, we discovered that this process is very complex with numerous variations and adjustments that must be accounted for. For example, employees over a certain age are not eligible for HSA contributions per IRS guidelines. Rather, they must receive their contributions through a qualified retirement plan (i.e. 403b). This would also require an adjustment to the contribution amount because withdrawals from 403b plans are taxable. Also, employees may need to have contributions prorated for a variety of reasons. The employee responsible for maintaining these records, tracking adjustments, and processing these contributions was thorough, well organized, and very competent in all regards. The complexity of this process has highlighted the importance of having the right person in this role to manage this process. We encourage the District to be mindful of these challenges and skill set necessary for this role if/when there is future turnover in this position.

Health Reimbursement Account (HRA) Contributions

- Verify the accuracy of the amount of HRA contributions processed to the District's supporting documentation of eligible employees.
- For a sample of employees, verify their eligibility to receive HRA contributions based on the criteria outlined in their respective bargaining agreement

FINDINGS:

We were successful in reconciling all HRA contributions. We verified that amounts processed by the District were supported by employee rosters. Contribution amounts were accurate and in accordance with obligations outlined in the collective bargaining agreements. On a test basis, we determined that employees met the eligibility criteria outlined in the collective bargaining agreements. No exceptions were noted.

CLOSING COMMENTS:

We would like to thank the central administration staff of Victor Central Schools for their assistance and cooperation during the course of our review.

School District Officer and Employee Code of Ethics

The Board of Education is committed to avoiding any situation in which the existence of conflicting interests of any Board member, officer or employee may call into question the integrity of the management or operation of the School District. The Board recognizes that sound, ethical standards of conduct serve to increase the effectiveness of District officers and staff as educators and public employees in the community. Adherence to a code of ethics promotes public confidence in the schools and furthers the attainment of District goals.

The Board also recognizes its obligation to adopt a code of ethics setting forth the standards of conduct required of all Board members, District officers and employees under the provisions of the General Municipal Law. Therefore, every Board member, officer and employee of the District, whether paid or unpaid, shall adhere to the following code of ethics.

Statutory Conflicts of Interest

It is a conflict of interest for a Board member, officer or employee to benefit personally from contracts made in their official capacity.

- "Contract" is defined broadly to include any claim or demand against the District or account or agreement with the District, whether expressed or implied, which exceeds the sum of \$750.00 in any fiscal year.
- An "interest" is defined as a direct or indirect benefit that runs to the employee as a result of a contract with the District.

No Board member, officer or employee shall have an "interest" (i.e., receive a direct or indirect benefit as the result of a contract with the District) in:

1. a firm, partnership or association in which he/she is a member or employee;
2. a corporation in which he/she is an officer, director or employee;
3. a corporation in which he/she, directly or indirectly, owns or controls 5% or more of the stock;
4. a contract between the District and his/her spouse, minor child or dependents, except for an employment contract between the School District, a spouse, minor child or dependent of a Board member authorized by §800(3) of the General Municipal Law or §3016 of the Education Law.

1. Gifts: A Board member, officer, or employee shall not directly or indirectly solicit any gift, or accept or receive any gift having a value of \$75 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts from children that are principally sentimental in nature and of insignificant financial value may be accepted in the spirit in which they are given.

2. Confidential information: A Board member, officer, or employee shall not disclose confidential information acquired by him or her in the course of his or her official duties or

use such information to further his or her personal interest. This includes matters discussed in executive session. However, the Board, acting as a whole, may decide to disclose such information where disclosure is not prohibited under the law.

3. Representation before the Board or District: A Board member, officer, or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the School District.

4. Disclosure of interest in matters before the Board: A Board member, officer, or employee of the District, whether paid or unpaid, must publicly disclose the nature and extent of any interest he/she or his/her spouse has, will have or later acquires in any actual or proposed contract, purchase agreement, lease agreement or other agreement involving the School District (including oral agreements), to the governing body and his/her immediate supervisor (where applicable) even if it is not a prohibited interest under applicable law. Such disclosure must be in writing and made part of the official record of the School District. Disclosure is not required in the case of an interest that is exempted under Section 803(2) of the General Municipal Law. The term "interest" means a pecuniary or material benefit accruing to an officer or employee.

5. Investments in conflict with official duties: A Board member, officer, or employee shall not invest or hold any investment directly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties. Exceptions to the conflict of interest law can be found in Section 802 of the General Municipal Law (see 2160-E.1).

6. Private employment: A Board member, officer, or employee shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.

7. Future employment: A Board member, officer, or employee shall not, after the termination of service or employment with the District, appear before the Board in relation to any action, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration.

8. Involvement with charitable organizations: A Board member, officer, or employee may be involved as a volunteer, officer or employee in a charitable organization, which has a relationship with the District. If a Board member is a board member, officer or employee of the charitable organization the Board member must disclose such relationship in writing to the District, and the Board member must recuse himself or herself from any discussions or votes relating to the charitable organization which may come before the Board. When participating in the activities of the charitable organization, the Board member, officer, or employee shall not disclose any confidential information learned in the course of his or official duties or use such information to further personal interests. Additionally, the Board member, officer or employee shall not make representations on behalf of the District unless specifically authorized to do so by the Board.

Distribution of Code of Ethics

The Superintendent of Schools shall cause a copy of this Code of Ethics to be distributed to every member of the Board, every officer and employee of the School District. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. In addition, the Superintendent shall ensure that a copy of Article 18 of the General Municipal Law shall be kept posted in each public building under the District's jurisdiction in a place conspicuous to the District's officers and employees.

Penalties

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of the Board's code of ethics and its regulation may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

Policy References:

General Municipal Law, §§806-808

Opn. St. Comp. 2008-01

Application of the Board of Education, 57 EDR Dec. No. 17,147 (2017)

Application of Nett and Raby, 45 EDR 259 (2005)

Policy Cross References:

» 6700 - Purchasing

Adoption Date: 9/13/2007, Revised: 3/14/2013, Revised 1/11/2018

2000 - Governance and Operations

Karen Ballard

Date

Timothy DeLucia

Date

Christopher Eckhardt

Date

Kristin Elliott

Date

Christopher Parks

Date

Trisha Turner

Date

Michael Vetter

Date

Board Meeting Procedures

Each Board of Education meeting shall be conducted in an orderly manner which provides time for and encourages community involvement. The order of business at each regular meeting shall be as follows:

1. Meeting Called to Order
 - a. Moment of Silence
 - b. Pledge to the Flag
 - c. Greetings to Visitors
 - d. Reading of the Fire Evacuation Procedure
2. Approval of the Agenda
3. Superintendent's Update
4. Presentations/Recognitions (optional)
5. Public Participation
6. Acceptance of Consent Items
 - a. Minutes of prior meeting(s)
 - b. Treasurer's Report and Financial Statements
 - c. Personnel Agenda
 - d. Recommendation of the Committee on Preschool Special Education and of the Committee on Special Education
 - e. Other
7. Presentations and Recommendations
8. Meeting Reports
9. Public Comment

10. Upcoming Events

11. Adjourn

The regular order of business may be changed at any meeting (and for that meeting only) by an affirmative vote of a majority and voting for the proposed change in the regular order of business.

Except in emergencies, the Board shall not attempt to decide upon any question under consideration before examining and evaluating relevant information. The Superintendent shall be given an opportunity to examine and to evaluate all such information, and to recommend action before the Board attempts to make a decision.

The Board may adjourn a regular or special meeting at any place in the agenda providing that arrangements are made to complete the items of business on the agenda at a future meeting. The minutes shall make notice of the adjournment, and the reconvened session shall be considered an addition to these minutes.

Cross- Ref: 2342, Agenda Preparation and Dissemination

Adoption Date: 1/13/2000, Revised: 8/9/2012, 2/4/2016
2000 - Governance and Operations