



- I. Meeting Called to Order - District Clerk**
- II. Pledge of Allegiance to the Flag**
- III. Oath of Office - Re-elected Mrs. Jeanie Grimm**
- IV. Oath of Office - Newly Elected- Mrs. Amy Calabrese**
- V. Election of President for 2021-2022 and Oath of Office - District Clerk** (BOARD ACTION)
- VI. Election of Vice President for 2021-2022 and Oath of Office - President** (BOARD ACTION)
- VII. Oath of Office - Superintendent**
- VIII. Appointments, Designations and Authorizations** (BOARD ACTION)
 - 1. Appointments ~ Oath of Office will be completed at this meeting or soon after and kept on file.
 - 2. Designations of Depositories
 - 3. Designation of Official Newspaper
 - 4. National School Lunch Program
 - 5. Designation of the 504 and Title IX Coordinator
 - 6. Authorizations
 - 7. Other Appointments
 - 8. Payment Rates
 - 9. Official Undertakings
 - 10. Approval of Petty Cash Funds
 - 11. Approval of Change Funds
 - 12. Event Payments
 - 13. CIE Parent Representative
 - 14. CSE/CPSE Appointments
 - 15. Appointment of Committee on Special Education and Committee on Preschool Special Education
 - 16. CPSE/CSE Chair
 - 17. Confirmation of Regular Board Meetings
 - 18. Standard Work Day
 - 19. ACA Measurement – Coaches and Assistant Coaches
 - 20. ACA Measurement – Accompanists
 - 21. Code of Conduct
 - 22. Professional Learning Plan
 - 23. AIS/RTI Plan
 - 24. District Safety Plan
 - 25. Chemical Hygiene Plan
 - 26. 2021-2022 School Lunch Prices

End of Appointments, Designations and Authorizations

- IX. Resolution Authorizing Issuance of Notes and Bonds** (BOARD ACTION)

End of Reorganizational Agenda

- X. Consensus Agenda** (BOARD ACTION)

Business & District Items

- 1. Agreement
- 2. Rejection of Low Bid- Bus Wash System
- 3. Awarding to Lowest Bidder- Contract No. 6- Bus Wash System
- 4. Contract- Monitor
- 5. Recommendations of the Committee on Preschool Special Education
- 6. Recommendations of the Committee on Special Education

Personnel

End of Consensus Agenda

- XI. 2021- Capital Outlay Project** (BOARD ACTION)
- XII. Conflict of Interest Statement**
- XIII. Closing Remarks**



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- VII. Oath of Office - Superintendent*
- VIII. Appointments, Designations and Authorizations* *(BOARD ACTION)*

1. Appointments ~ Oath of Office will be completed at this meeting or soon after and kept on file.

a) Appointment of District Treasurer

The Superintendent recommends that the Board of Education appoint **Cullen Spencer** as District Treasurer for the 2021-2022 school year.

b) Appointment of Deputy Treasurer

The Superintendent recommends that the Board of Education appoint **Barbra Sweet** as Deputy Treasurer for the 2021-2022 school year.

c) Appointment of Tax Collector

The Superintendent recommends that the Board of Education appoint **Barbra Sweet** as Tax Collector for the 2021-2022 school year.

d) Appointment of District Clerk

The Superintendent recommends that the Board of Education appoint **Deborah Sundlov** as District Clerk for the 2021-2022 school year.

e) Appointment of District Clerk Pro Tem

The Superintendent recommends that the Board of Education appoint **Jeanie Grimm** and **Matt Fitch** as District Clerk Pro Tem for the 2021-2022 school year.

f) Appointment of Claims Auditor

The Superintendent recommends that the Board of Education appoint **Laurie Dueland** as Claims Auditor for the 2021-2022 school year.

2. Designations of Depositories

The Superintendent recommends that the Board of Education designate JP Morgan Chase & Co., Canandaigua National Bank and Trust Company, Five Star Bank and Bancorp Bank as depositories for the funds belonging to the school district during the 2021-2022 school year; and that the Tax Collector be instructed to deposit daily, taxes received from October 1 to December 31 in the General Account at the



Canandaigua National Bank and Trust Company and to the special Tax Account at JP Morgan Chase & Co. and to deposit taxes at in a timely manner not to exceed one business day.

The accounts in the aforementioned banks shall not exceed the following amounts:

- J.P. Morgan Chase & Co. \$80,000,000
- Canandaigua National Bank and Trust Company \$80,000,000
- NYCLASS \$80,000,000
- Five Star Bank \$15,000,000
- Bancorp Bank \$15,000,000

3. Designation of Official Newspaper

The Superintendent recommends that the Board of Education designate the *Canandaigua Daily Messenger, Gannett Co., Inc.* as the official newspaper of the District.

4. National School Lunch Program

The Superintendent recommends that the Board of Education authorizes the District Clerk to sign renewal forms and monthly reports for participation in the National School Lunch Program.

5. Designation of the 504 and Title IX Coordinator

The Superintendent recommends that the Board of Education authorize, **Vernon Tenney** to serve as the 504 Coordinator for all District students and **Brian Nolan** to serve as the 504 Coordinator for all District personnel and Title IX Coordinator in the Canandaigua City School District for the 2021-2022 school year.

6. Authorizations

District Functions

The Superintendent recommends that the Board of Education authorize the following persons to perform the function specified for the 2021-2022 school year:

- a) Certification of Payrolls - **Matt Fitch**, Assistant Superintendent for Business; **Brian Nolan**, Assistant Superintendent for Personnel and Support Services, as alternate
- b) Signatories on Checks - **Cullen Spencer**, Treasurer; **Barbra Sweet**, Deputy Treasurer
- c) Budget Transfers not to exceed \$20,000 - **Jamie Farr**, Superintendent of Schools
- d) Approval of Change Orders up to \$35,000 - **Jamie Farr**
- e) Signatories for Report of Personnel Changes - **Brian Nolan**, Designee; **Aline Clement**, Employee Relations Assistant, Alternate
- f) Signatories for all OMNI 403(b) Plan, Benefit Resource, Inc. Cafeteria Plan Agreements, Benefit Resource, Inc. HRA and FSA, HSA Bank - HSA Agreement, Excellus Health and Dental Insurance, Finger Lakes Area School Health Plan, and Retirement Special Pay Plans 403 (b) - **Matt Fitch**, Designee
- g) Trustees of Health Reimbursement Plans - **Matt Fitch** and **Cullen Spencer**
- h) Health Reimbursement Committee members - **Matt Fitch**, **Linda Eames** and **Cullen Spencer**
- i) Designee of Employee Sick Bank/Leave Reserve - **Jamie Farr**, **Brian Nolan**

Authorization to Open Bids

The Superintendent recommends that any two of the following five individuals be authorized to open bids:

- Matt Fitch**, Purchasing Agent
- Brian Nolan**, Assistant Superintendent
- Jamie Farr**, Superintendent
- Cullen Spencer**, District Treasurer
- Barbra Sweet**, Deputy Treasurer



7. Other Appointments

The Superintendent recommends that the Board of Education approve the following appointments for the 2021-2022 school year and authorize changes in writing and shared with the Board of Education:

- a) Purchasing Agent - **Matt Fitch**
- b) Records Access Officer - **Tracy Lindsay**
- c) Special Counsel - Ferrara Fiorenza PC
- d) External Auditor for the Records for Fiscal Year 2021-2022 - Raymond F. Wager, CPA, P.C.
- e) Internal Auditor for the Records for Fiscal Year 2021-2022 - Bonadio & Co. LLP
- f) Athletic Training Services - F.F. Thompson Hospital Systems, Inc.
- g) Employees Health Services - F.F. Thompson Hospital Systems, Inc. (Health Works Occupational Medicine)
- h) School Physician - FF Thompson Health, Dr. Michael Foote and nurse practitioners Jamie Kline, FNP and Karen Yax, FNP
- i) Student Accident Insurance – Gerber Life Insurance Company
- j) Homeless Liaison Designee - **Vernon Tenney**
- k) Copyright Officer - **Dan Bowman**
- l) Broker of Record Medical Consultant - Steve Smola, Smola Consulting, LLC
- m) Broker of Record Liability Insurance Agency - Haylor, Freyer & Coon
- n) Financial Advisor - Bernard P. Donegan, Inc.
- o) Architecture Firm - Labella Associate, DPC
- p) Medicaid Compliance Officer - **Matt Fitch**
- q) LEA Asbestos Designee - **Michael McClain**
- r) Bond Counsel - Tim McGill Esq.
- s) Dignity Act Coordinators - **Vernon Tenney, Brian Amesbury, Peter Jensen, Eric Jordan**
- t) Food Service Director - **Todd Fowler, Wayne-Finger Lakes BOCES, Shared Services**
- u) Civil Rights Compliance Officer - **Jamie Farr**
- v) Integrated Pest Management (IPM) Coordinator - **Mike McClain**
- w) Information Resource for Substance Use Related Services - **Cindy Vanderlee**
- x) Data Privacy Officer - **Dan Bowman and Tracy Lindsay**
- y) Chemical Safety Specialists - **Cary Burke and Brian Dermody**
- z) Data Protection Officer - Daniel Bowman
- aa) Point of Contact for State and Local Child Welfare Agencies - **Vernon Tenney**

8. Payment Rates

The Superintendent recommends that the Board of Education authorize the following payment rates for the 2021-2022 school year:

a) Mileage Reimbursement Rate	IRS Standard Rate
b) Daily Rate for Sub Teacher Non-Certified	\$ 95.
c) Daily Rate for Sub Teacher Certified	\$100.
d) Daily Rate for Sub Teacher Preferred	\$115.
e) Daily Rate for Sub Teacher Contract	\$120.
f) Daily Rate for Retired CA Teacher Contract Sub	\$140.
g) Hourly Rate for Sub Registered Nurse	\$ 20.
h) Hourly Rate for Sub School Bus Driver	\$ 19.
i) Hourly Rate for Sub Bus Monitor	\$ 12.50
j) Hourly Rate for Sub School Monitor	\$ 12.50
k) Hourly Rate for Sub Teacher Aid	\$ 12.50
l) Hourly Rate for Sub Food Service Helper	\$ 12.50
m) Hourly Rate for Student Helper	\$ 12.50
n) Hourly Rate for Lifeguard	\$ 12.50
o) General Counsel Attorney's Fees	
i. Partner/Senior Associates - \$220/hr	
ii. Junior Associates - \$165-\$215/hr	



- iii. Paralegal - \$100/hr
- iv. Special Counsel- Annual Retainer \$6,600

9. Official Undertakings

The Superintendent recommends that the Board of Education authorize faithful performance and blanket position bond coverage for the 2021-2022 school year, as follows:

- The District Treasurer in the amount of \$2,000,000
- The District Deputy Treasurer in the amount of \$1,000,000
- The District Tax Collector in the amount of \$1,000,000
- The District Claims Auditor in the amount of \$1,000,000
- The Treasurer in the Extra-Classroom Activities Funds and employees associated with the Extra-Classroom Activities in the amount of \$1,000,000 per employee
- The Superintendent of Schools in the amount of \$1,000,000
- The Assistant Superintendent for Business in the amount of \$1,000,000
- The Assistant Superintendent for Personnel and Support Services in the amount of \$1,000,000

10. Approval of Petty Cash Funds

The Superintendent recommends that the Board of Education approve the establishment of Petty Cash Funds for the school year 2021-2022, as follows:

<u>Building</u>	<u>Amount</u>
Section V Ticket Sales	\$400

11. Approval of Change Funds

The Superintendent recommends that the Board of Education approve the establishment of Change Funds for the 2021-2022 school year, as follows:

<u>Change Fund</u>	<u>Amount</u>
Tax Collection	\$100
Cafeteria - four schools	\$450
Primary School - Summer School	\$ 20
Extraclass - Summer School	\$200
District Office	\$100
Graduates of Distinction	\$ 50

12. Event Payments

Approval of the below payments for event supervisor/scorer/timer/announcer:

- Game Supervisor: \$50.00 per event, additional \$15.00 per hour if event exceeds three hours
- Scorer/Timer/Announcer: \$39.00 per event, additional \$15.00 per hour if event exceeds three hours

13. CIE Parent Representative

Approval of the following parent representatives to the Council for Instructional Excellence for the 2021-2022 school year:

Leslie Mast, Karen Tricomi, Jill Ehrlinger, and Lisa Garigen

14. CSE/CPSE Appointments

The Superintendent recommends that the Board of Education approve the following parents appointed as parent representatives to the CSE/CPSE to be consistent with NYS Part 200 Regulations and Board Policy:

- CPSE Representatives
- Jennifer Callard



CSE Representatives

– Britta Crystal, Jennifer Callard, Rebecca Aikins, and Bethany Wilkins

15. Appointment of Committee on Special Education and Committee on Preschool Special Education

The that the membership of the Committee on Special Education (CSE), the sub-Committee on Special Education and the Committee on Preschool Special Education (CPSE) for the 2021-2022 school be appointed as follows:

The Committee on Special Education shall include, but not be limited to:

- a) the parents or persons in parental relationship to the student;
- b) not less than one regular education teacher of the student whenever the student is or may be participating in the regular education environment;
- c) not less than one special education teacher of the student, or, if appropriate, not less than one special education provider of the student;
- d) a school psychologist; a representative of the school district who is qualified to provide or supervise special education and who is knowledgeable about the general education curriculum and the availability of resources of the school district, provided that an individual who meets these qualifications may also be the same individual appointed as the special education teacher or the special education provider of the student or the school psychologist. The representative of the school district shall serve as the chairperson of the committee; an individual who can interpret the instructional implications of evaluation results. Such individual may also be the individual appointed as the regular education teacher, the special education teacher or special education provider, the school psychologist, the representative of the school district or a person having knowledge or special expertise regarding the student when such member is determined by the school district to have the knowledge and expertise to fulfill this role on the committee;
- e) a school physician, if specifically requested in writing by the parent of the student or by a member of the school at least 72 hours prior to the meeting;
- f) an additional parent member of a student with a disability residing in the school district or a neighboring school district, provided that the additional parent member may be the parent of a student who has been declassified within a period not to exceed five years or the parent of a student who has graduated within a period not to exceed five years, if specifically requested in writing by the parent of the student, the student or by a member of the committee at least 72 hours prior to the meeting;
- g) other persons having knowledge or special expertise regarding the student, including related services personnel as appropriate, as the school district or the parent(s) shall designate. The determination of knowledge or special expertise of such person shall be made by the party (parents or school district) who invited the individual to be a member of the committee on special education; and
- h) if appropriate, the student.

The Committee on Preschool Special Education shall include, but not be limited to:

- a) the parents of the preschool child;
 - b) not less than one regular education teacher of the child whenever the child is or may be participating in the regular education environment;
 - c) not less than one special education teacher of the child, or, if appropriate, not less than one special education provider of the child;
 - d) a representative of the school district who is qualified to provide or supervise special education and who is knowledgeable about the general education curriculum and the availability of preschool special education programs and services and other resources of the school district and the municipality. The representative of the school district shall serve as the chairperson of the committee;
 - e) an additional parent member of a child with a disability residing in the school district or a neighboring school district and whose child is enrolled in a preschool or elementary level education program, if specifically requested in writing by the parent of the student or by a member of the committee at least 72 hours prior to the meeting;
 - f) an individual who can interpret the instructional implications of evaluation results, provided that such individual may also be the individual appointed as the regular education teacher, the special education



teacher or special education provider, the school psychologist, the representative of the school district or a person having knowledge or special expertise regarding the student when such member is determined by the school district to have the knowledge and expertise to fulfill this role on the committee;

- g) other persons having knowledge or special expertise regarding the child, including related services personnel as appropriate, as the school district or the parents shall designate. The determination of knowledge or special expertise of such person shall be made by the party (parents or school district) who invited the individual to be a member of the committee on special education;
- h) for a child in transition from early intervention programs and services, at the request of the parent, the appropriate professional designated by the agency that has been charged with the responsibility for the preschool child; and
- i) a representative of the municipality of the preschool child’s residence, provided that the attendance of the appointee of the municipality shall not be required for a quorum.

16. CPSE/CSE Chair

The Director of Special Programs request that the Canandaigua City School District’s Board of Education appoint the District’s school psychologists and administrative intern to the role of CPSE/CSE chairperson. In the event that the Director of Special Programs or Assistant Director(s) of Special Programs are unavailable to chair a scheduled CPSE/CSE meeting, the school psychologist or intern will chair in the Director/Assistant Director’s stead. Pursuant to section 200.3 (a) (1)(v) and 200.3 (a)(2)(iv) of the Regulations of the Commissioner of Education, “the representative of the school district, must serve as the Chairperson of the CSE, Subcommittee, and CPSE. The representative of the school district is an individual who is qualified to provide or supervise special education and knowledgeable about the general education curriculum and the availability of resources of the school district.”

Primary Elementary School - Denise Shimmon, MaryAnne Duncan, and Erika Maxwell

Middle School - Lisa Kay

Middle School/CACC - James Brenchley

High School - Amy Principato and Mandy Dedrick-Gerstner

Administrative Team - Christine Paige, Jennifer Marafioti, Rachael Schading, Katie McFarland, and Stephanie Knapp Yehl

17. Confirmation of Regular Board Meetings

The Board of Education confirms the change of Board Meetings for the 2021-2022 school year previously approved at their Regular Meeting on May 10, 2021.

July 1, July 26, August 30, September 13, September 27, October 18, November 8, November 22, December 13, January 10, January 31, February 14, March 7, March 21, April 4, tentative April 18, April 27, May 9, May 23, June 6

18. Standard Work Day

Be it resolved that the Canandaigua City School District, Location code 70008, hereby establishes an eight (8) hour per day standard work day for all its employees with the exception of those listed below. The District will report days worked to the New York State and Local Employees’ Retirement System based on the time keeping system or the record of activities maintained.

Title	Standard Work Day (Hours/Day)
Coach - Fall Sports	7.5
Coach - Spring Sports	7.5
Coach - Winter Sports	7.5
Co-Curricular Activity	7.5
Family Services Facilitator	7.5
Occupational Therapist	7.5
Physical Therapist	7.5
Prevention Specialist	7.5
Registered Professional Nurse	7.5



Summer Nurse	7.5
Summer Occupational Therapist	7.5
Summer Physical Therapist	7.5
Teacher Aide	6.0
Receptionist	6.0
Secretary I - 10 Month	6.0
Sub Teacher Aide	6.0
Summer Teacher Aide	6.0
Teacher Aide working as Sub Teacher	6.0
Typist- Full Time - 10 Months	6.0
Typist- Part Time - 10 Months	6.0
Full-Route Bus Driver	6.0
Partial-Route Bus Driver	6.0

19. ACA Measurement – Coaches and Assistant Coaches

BE IT RESOLVED, that the Board hereby determines that the standardized, average number of hours of service for assistant coaches, who are paid on a non-hourly basis, based on a fixed salary or stipend for each season, solely for the purpose of reporting under the Affordable Care Act, shall be deemed to be as follows:

Fall Season: 165 hours

Winter Season: 206 hours

Spring Season: 165 hours

The Superintendent of Schools, and the Superintendent’s designee(s), are authorized to use any reasonable method to allocate the number of hours of service for each calendar month during each season.

20. ACA Measurement – Accompanists

BE IT RESOLVED, that the Board hereby determines that the standardized, average number of hours of service for accompanists, who are paid on a non-hourly basis, based on a fixed salary or stipend for each season, solely for the purpose of reporting under the Affordable Care Act, shall be deemed to be as follows:

	<u>Rehearsal</u>	<u>Performance</u>	<u>NYSSMA</u>	<u>Estimated Hours*</u>
September	4	0	0	2.33
October	10	0	0	5.83
November	12	5	0	14.50
December	12	6	0	16.00
January	8	0	0	4.67
February	12	2	0	10.00
March	12	3	20	24.83
April	15	1	20	23.58
May	15	3	0	13.25
June	15	7	0	19.25

**Total estimated hours split amongst at least three different accompanists.*

21. Code of Conduct

The Superintendent recommends that the Board of Education re-adopt Code of Conduct for the 2021-2022 school year.

22. Professional Learning Plan

The Professional Learning Plan for the Canandaigua City School District for the 2021-2022 school year. Additional information is included as an attachment and will be filed in the Supplemental Minutes File.

23. AIS/RTI Plan

The Superintendent recommends that the Board of Education re-adopt the AIS/RTI Plan for the 2021-2022

24. District Safety Plan

The Superintendent recommends that the Board of Education re-adopt the District Safety Plan for the 2021-2022 school year.

25. Chemical Hygiene Plan

The Superintendent recommends that the Board of Education approve the District Chemical Hygiene Plan for the 2021-2022 school year as listed as an attachment and will be filed in the Supplemental Minutes File.

26. 2021-2022 School Lunch Prices

The prices of school lunch for the 2021-2022 school year as follows:
Adult lunch - \$4.25

End of Appointments, Designations and Authorizations

IX. Resolution Authorizing Issuance of Notes and Bonds

(BOARD ACTION)

The Superintendent recommends the following resolution statement for issuance of notes and bonds.

A RESOLUTION CLARIFYING THE PROCEDURE FOR THE AUTHORIZATION OF THE ISSUANCE OF, AND THE EXECUTION OF, BOND ANTICIPATION NOTES, REVENUE ANTICIPATION NOTES AND TAX ANTICIPATION NOTES, OF THE CITY SCHOOL DISTRICT OF THE CITY OF CANANDAIGUA, ONTARIO COUNTY, NEW YORK.

BE IT RESOLVED, by the Board of Education of the Canandaigua City School District of the City of Canandaigua, Ontario County, New York, as follows:

Section 1. Whenever the President of the Board of Education of the Canandaigua City School District of the City of Canandaigua, Ontario County, New York, is absent and/or is unable to exercise any powers or duties heretofore delegated to him or her by this Board of Education pertaining or incidental to the authorization of the issuance of bond anticipation notes, revenue anticipation notes and tax anticipation notes of said School District or renewals thereof, such powers and duties shall be deemed to have been delegated to the Vice-President of said Board of Education who shall have been selected in the manner provided by subdivision 1 of Section 2504 of the Education Law.

Section 2. The School District Clerk is hereby authorized to execute any of the notes described in Section 1 hereof as if he or she were the President or Vice-President of the Board of Education of said School District acting as the chief fiscal officer of said School District and the signature of the President or the Vice-President of the Board of Education of said School District on any such notes shall not be required.

Section 3. It is hereby determined that the office of the School District Clerk and the office of the Clerk of the School Board (Board of Education), if any, of said School District are one and the same and that henceforth such office shall be known as the office of the School District Clerk and holder of such office shall be known as the School District Clerk and that whenever any law requires action by the "Clerk of the School Board", the "School Board Clerk" or the "Clerk of the Board of Education" such action shall be performed on behalf of said School District by its School District Clerk.

Section 4. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution will be a vote on roll call as follows:

Mrs. Amy Calabrese

Voting _____

Mr. Milton Johnson

Voting _____



Mrs. Julianne Miller	Voting _____
Mrs. Michelle Pedzich	Voting _____
Mrs. Megan Personale	Voting _____
Mr. John Polimeni	Voting _____
Dr. Jen Schneider	Voting _____
Mrs. Beth Thomas	Voting _____
Mrs. Jeanie Grimm	Voting _____

End of Reorganizational Agenda

X. Consensus Agenda

(BOARD ACTION)

The Superintendent recommends that the Board of Education approve/accept the following:

Business & District Items

1. Agreement

Agreement for continued K-5 Curriculum Development with Angela Stockman at a cost of \$1,500/day and an estimated total expense of \$26,250 for the 2021-2022 School Year.

2. Rejection of Low Bid- Bus Wash System

WHEREAS, the Canandaigua City School District requested and received bids for Contract No. 6, Bus Wash Contract (the “Contract”) in connection with the 2020 Capital Improvement Project – Phase 1 (the “Project”); and

WHEREAS, Project specification section 111170, “vehicle wash system”, paragraph 2.3 F, requires “direct drives on all brushes and chain drives on the top brush lift and drive mechanisms”, and Project specifications section 111170, “vehicle wash system”, paragraph 2.1(b) allowed bidders to substitute equipment in their bid if the substitution was deemed “equal” to the items specified in the specifications; and

WHEREAS, on April 6, 2021, the School District opened and reviewed bids for the Contract; and

WHEREAS, the Project Architect, Labella Associated DPC, opined that Westmatic Corporation is a non-responsive bidder as it failed to comply with Specification Section 111170 Vehicle Wash System, Paragraph 2.3F, and its bid did not include equipment “equal” to the specified items; and

NOW, BE IT RESOLVED, that the Board of Education of the Canandaigua City School District hereby rejects Westmatic Corporation’s lowest bid of \$160,000 as non-responsive to the bid specifications for Contract No. 6, Bus Wash Contract in connection with the 2020 Capital Improvement Project – Phase 1.

3. Awarding to Lowest Bidder- Contract No. 6- Bus Wash System

WHEREAS, the Canandaigua City School District requested and received bids for Contract No. 6, Bus Wash Contract (the “Contract”) in connection with the 2020 Capital Improvement Project – Phase 1 (the “Project”); and

WHEREAS, on April 6, 2021, the School District opened and reviewed bids for the Contract; and

WHEREAS, District Officials determined that the lowest bidder, who submitted a bid of \$160,000, did not include equipment “equal” to the specified items; and

WHEREAS, the Board of Education has rejected the lowest bidder for noncompliance with the bid specifications; and



WHEREAS, the bid by the second lowest bidder, WCB Wash Systems, with a bid in the amount of \$168,000, complies with all product specifications;

NOW, BE IT RESOLVED, that the Board of Education for the Canandaigua City School District hereby awards the bid for Contract No. 6, Bus Wash Contract to WCB Wash Systems as the lowest responsive and responsible bidder.

4. Contract- Monitor

The negotiated agreement between the Superintendent of Schools of the Canandaigua City School District and the Canandaigua City School District Monitor Association for the 2021-2022, 2022-2023 and 2023-2024 school years and authorization for the Superintendent to sign the contract for the District.

5. Recommendations of the Committee on Preschool Special Education

For review and consideration are the recommendations of the Committee on Preschool Education. Additional information is included as an attachment and will be filed in the Supplemental Minutes File.

6. Recommendations of the Committee on Special Education

For review and consideration are the recommendations of the Committee on Special Education. Additional information is included as an attachment and will be filed in the Supplemental Minutes File.

Personnel

A. Appointments

Pending Civil Service approval and NYSED fingerprint clearance where applicable:

Table with 4 columns: Name, Position, Effective, Rate. Rows include Jackson Nieman, Micah Bennett, and Petra Nelson.

2. Instructional Personnel

A. Leave of Absence

- 1. Theresa Morabito, Academy Special Education Teacher, has requested a leave of absence from November 3, 2021 through January 3, 2022.

B. Appointments

The Board of Education of the Canandaigua City School District hereby accepts the recommendation of the Superintendent to appoint the following instructional employees. Eligibility for tenure as a classroom teacher or building principal is contingent upon his/her successful completion of the probationary term and having received composite or overall APPR rating of either "Effective" or "Highly Effective" in at least three of the four preceding years and a rating higher than "Ineffective" in the final year of the probationary period.

- 1. Maria Green, 2nd Grade Teacher, will be appointed to the 1.0 FTE Enrichment (Gifted & Talented) Teacher position effective July 1, 2021. She will remain in her current tenure area and salary schedule.

Table with 4 columns: Name, Certification, Effective, Step/Rate. Row includes Maria Green.



XI. 2021- Capital Outlay Project

(BOARD ACTION)

Based on review and a meeting, Turner Construction created a scope of work that meets the priorities of the District. Opening of bids was held on June 18, 2021.

Contract:	2021 Capital Outlay Project
Contractor:	Amering & Johnston
Base Bid:	\$42,200
Alternate 1:	\$21,900
Alternate 3:	<u>\$19,200</u>
Total:	\$83,300

The Assistant Superintendent for Personnel and Support Services recommends that the Board of Education award the contract for the Academy Boiler Room Pumps- Material Testing Services as follows:

Contract:	Amering & Johnston	Base Bid:	\$42,200
		Alternate 1:	\$21,900
		Alternate 3:	<u>\$19,200</u>
		Total:	\$83,300

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Mrs. Amy Calabrese	Voting _____
Mr. Milton Johnson	Voting _____
Mrs. Julianne Miller	Voting _____
Mrs. Michelle Pedzich	Voting _____
Mrs. Megan Personale	Voting _____
Mr. John Polimeni	Voting _____
Dr. Jen Schneider	Voting _____
Mrs. Beth Thomas	Voting _____
Mrs. Jeanie Grimm	Voting _____

XII. Conflict of Interest Statement

XIII. Closing Remarks

(President, Board of Education and/or Superintendent)

XIV. Upcoming Events

- July 5- Fourth of July Holiday Recognized
- July 26- Regular Board Meeting
- August 30- Regular Board Meeting
- September 6- Labor Day
- September 7-8- Superintendent Conference Day
- September 9- First Day of School for Students
- September 13- Regular Board Meeting

I. Consensus Agenda

(BOARD ACTION)

Business

1. Monroe 2-Orleans BOCES Bid

BE IT RESOLVED, that the Board of Education of the Canandaigua City School District, does authorize the purchasing agenda for Monroe 2-Orleans BOCES, to enter into any and all Cooperative bidding ventures conducted during the 2021-2022 school year.

2. Graduation Photographers/Videographers

Approval for Jordyn Brown, Stephen Kalbach, Mikaela Halpert as graduation photographers and for Carter McWilliams as graduation videographer, per invoice.

Personnel

1. Non-Instructional Personnel

A. Appointments

Pending Civil Service approval and NYSED fingerprint clearance where applicable:

<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Rate</u>
Steven Lloyd III	Student Helper	7/1/2021	\$13.00/hr.
Regan Bennett	Student Helper	7/1/2021	\$13.00/hr.
Alyssa Lloyd	Student Helper	7/1/2021	\$13.00/hr.

Extended School Year Special Education Summer School Program 2021

The following staff has been recommended for the Summer School Program at the contractual rate:

12:1:1 Program and Ratio Aides (8:30-1:30)

Erin James
Christine Palmer
Jessica Davis
Betsy Taylor
Marjorie Consaul

2. Instructional Personnel

A. Appointments

Extended School Year Special Education Summer School Program 2021

The following staff have been recommended for the Summer School Program at the contractual rate:

Heather Moore – Occupational Therapist
Mary Kate Cywinski – Social Worker
Deanna Dramer – Social Worker
Kathleen Bremer – Social Worker
Brenda Landry – Substitute Teacher
Deb VanDeMortel – Substitute Teacher
Casey Gross – Substitute Teacher
Barb Landon – Work Based Learning Coordinator

End of Consensus Agenda



Canandaigua
City School District

Code of Conduct

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I. INTRODUCTION

DISTRICT MISSION STATEMENT

Explore-Enrich-Empower

The Canandaigua City School District is dedicated to creating enriched, world-class educational experiences that engage all learners, foster meaningful exploration, and empower our school community to have their voices heard.

DISTRICT VISION STATEMENT

One Community, Transforming Lives

The Canandaigua City School District believes in building a community rooted in inclusion and love, where everyone recognizes the active role they play in educating our children and helping them find a sense of purpose in life.

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

The District has a long-standing set of expectations for conduct on school property, at school functions, and with District computer systems. These expectations are based on the principles:

Respect leads to Civility
Responsibility leads to Accountability
Honesty leads to Integrity
Kindness leads to Compassion
Healthy Choices lead to Healthy Living
Effort leads to Perseverance

Tolerance, as it relates to diversity, is also an important District focus.

The Board recognizes the need to clearly define these expectations for acceptable conduct on school property, at school functions, and with District resources, identify potential consequences of unacceptable conduct, and ensure that discipline, when necessary, is administered promptly and fairly. Therefore, the Board adopts this Code of Conduct (“Code”). This Code has been developed in collaboration with teachers, Administrators, other school service professionals, students, parents, and community members.

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

II. DEFINITIONS

For purposes of this Code, the following definitions apply:

“Behavior” is the way in which one acts or conducts oneself, especially toward others. It is expected that students, staff, and visitors will conduct themselves in such a way that is in line with this Code of Conduct.

“Controlled substance” means a drug or other substance identified in certain provisions of the federal Controlled Substances Act specified in both federal and state law and regulations applicable to this code of conduct.

“Disruptive student” means a student under the age of 21 who is substantially disruptive to the educational process or substantially interferes with the teacher’s authority over the classroom.

“District resources” means the District’s computer systems and networks, any configuration of hardware, operating system software, application software, stored text, and data files. Examples include electronic mail, local databases, externally accessed resources (such as the Internet), DVD, optical media, clip art, digital images, digitized information, communications technologies, and new technologies as they become available.

“Gender” means actual or perceived sex and shall include a person’s gender identity or expression.

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

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

“Illicit drugs” means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act of any other federal law.

“Parent” means the biological, adoptive or foster parent, guardian or person in parental relation to a student.

“Relationships” are the way in which two or more people regard and behave toward each other.

“Respect” is an act of treating everyone with dignity. This is demonstrated by: treating others with kindness and care, being polite and using manners, expressing thoughts and opinions in ways that are polite and courteous, using a polite tone of voice and body language, listening to others who are speaking to you, keeping one’s hands to one’s self and not violating others’ personal space.

“Responsibility” is an obligation to behave in accordance with social norms and being held accountable for one’s actions.

“Restorative Practices” are a response to student actions that violate the dignity, safety, or well-being of others by connecting the person responsible for the harm with those who have been harmed, in order to reach a resolution that guides, and assists the person responsible for the harm in accepting responsibility, apologizing for the harm, making meaningful reparation and improving the relationships between parties.

“School property” means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus, as defined in Vehicle and Traffic Law § 142. School buses, whether owned and operated by the District or by a carrier the District contracts with for transportation of its students, are considered school property.

“School function” means any school-sponsored or school-authorized extra-curricular event or activity regardless of where such event or activity takes place, including any event or activity that may take place in another state or country.

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

“Violent student” means a student under the age of 21 who:

1. Commits an act of violence upon a school employee.
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 a school function.
3. Possesses, while on school property or at a school function, a weapon such as a gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death.
4. Displays, while on school property or at a school function, what appears to be a weapon.
5. Threatens, while on school property or at a school function, to use a weapon.
6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys District property.

“Weapon” means a firearm as defined in 18 USC § 921(a) 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 serious physical injury or death, and any other instrument identified in the New York Penal Code as a weapon. In addition, this Code further prohibits the possession or display of any toy, facsimile or replica of a weapon.

III. STUDENT RIGHTS AND RESPONSIBILITIES

A. Student Rights

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

1. Take part in all District activities on an equal basis regardless of actual or perceived, race, weight, color, creed, national origin, ethnic group, religion, religious practice, gender (including gender identity and expression) or sexual orientation or disability or socio-economic status.
2. To be respected as an individual and treated fairly and with dignity by other students and school staff.
3. To express one's opinions, either verbally or in writing, as long as it is done so in a respectful manner.
4. Present their version of the relevant events to school personnel authorized to impose consequences.
5. Access school policies, regulations and rules and, when necessary, receive an explanation of those rules from school personnel.
6. To be provided with clear expectations regarding:
 - a. Course objectives, requirements and state standards;
 - b. Grading criteria and procedures;
 - c. Assignment requirements and deadlines; and
 - d. School and classroom rules and expectations regarding behavior.

B. Student Responsibilities

All District students have the responsibility to:

1. Contribute to maintaining a safe, supportive and orderly school environment that is conducive to learning and to show respect to other persons and to property.
2. Help make school a community free of violence, intimidation, bullying, harassment, and discrimination.
3. Be familiar with and abide by district policies, rules and regulations dealing with student conduct.
4. Attend school every day unless they are legally excused and be in class on time and prepared to learn.
5. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
6. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
7. Use a polite tone of voice and appropriate body language, listening when others are speaking to you.
8. To be truthful when speaking with school officials regarding Code of Conduct violations.
9. Respect personal space.
10. Work to develop skills to manage their emotions and reactions and resolve conflict with

others.

11. Ask questions when they do not understand.
12. Seek help in solving problems.
13. Dress appropriately for school and school functions.
14. Accept responsibility for their actions.
15. 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.

IV. ESSENTIAL PARTNERS

All members of our learning community – including students, staff, parents and engaged service providers – must assume responsible role in promoting behavior that enhances academic and social success. Courteous, respectful, and responsible behavior fosters a positive climate in the learning community.

Those responsibilities include but are not limited to the following:

A. Parents

All parents are expected to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parents, the students, and the school community.
2. Send their child(ren) to school ready to participate and learn.
3. Ensure their child(ren) attend school regularly and on time.
4. Ensure absences are excused and properly documented.
5. Insist their child(ren) be dressed and groomed in a manner consistent with the student dress code. *See Section VII “Student Dress Code.”*
6. Help their child(ren) understand that in a democratic society, appropriate rules are required to maintain a safe and orderly environment.
7. Know school rules and help their child(ren) understand them so that their child(ren) can help create a safe, orderly, respectful, supportive environment.
8. Build good relationships with teachers, other parents, and their child(ren)’s friends.
9. Convey to their children a supportive attitude toward education and the district.
10. Help their child(ren) deal effectively with peer relationships and peer pressure.
11. Inform District officials of changes in the home situation that may affect student conduct or performance.
12. Tell school officials about any concerns or complaints in a respectful and timely manner.
13. Provide a place for study and ensure homework assignments are completed.
14. Be respectful and courteous to staff, other parents/guardians and students while on school premises.
15. Teach their children respect and dignity for themselves and other students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex which

will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.

B. Teachers

All teachers are expected 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, sexual orientation, gender (including gender identity and expression) or sex, which will strengthen students' self-worth and promote confidence to learn.
2. Be prepared to teach.
3. Promote a safe, orderly, and stimulating school environment, free from intimidation, discrimination and harassment, supporting effective teaching and learning.
4. Deliver instruction effectively.
5. Demonstrate interest in teaching and concern for students and student achievement.
6. Know District policies and rules, and enforce them in a fair, timely, and consistent manner.
7. Communicate to students and parents:
 - a. Course objectives and requirements
 - b. Grading procedures
 - c. Assignment deadlines for students
 - d. Student expectations
 - e. Classroom behavior and consequences plan
8. Communicate regularly with students, parents, and other teachers concerning growth and achievement.
9. Be responsive to parent and student communications.
10. Participate in school-wide efforts to provide adequate supervision in all school spaces, in conformity with the Taylor Law.
11. Be responsible for enforcing this Code of Conduct and making any timely notifications as required by this Code of Conduct.
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 in the school or classroom setting.
14. Maintain confidentiality in conformity with federal and state law.
15. Be open to active participation in resolving conflicts through a restorative process.

C. Counselors

All counselors are expected 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, sexual orientation, gender (including gender identity and expression) or sex.
2. Assist students in coping with emerging personal, social, and emotional issues and concerns.
 3. Promote a safe, orderly, and stimulating school environment, free from intimidation, discrimination and harassment, supporting effective teaching and learning.
 4. Initiate teacher/student/counselor conferences and parent/teacher/student/counselor conferences, as necessary.
 5. Regularly review with students their educational progress and career plans.
 6. Provide information to assist students with educational and career planning.
 7. Encourage students to benefit from the curriculum and extra-curricular programs offered by the District and available within the community.
 8. Make known to students and families the resources in the community that are available to meet their needs.
 9. Participate in school-wide efforts to provide adequate supervision in all school spaces.
 10. 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.
 11. Be responsible for enforcing this Code of Conduct and making any timely notifications as required by this Code of Conduct.
 12. Maintain confidentiality in accordance with federal and state law.
 13. Address personal biases that may prevent equal treatment of all students and staff.
 14. Promote a trauma-responsive approach to addressing student behavior by supporting professional development, providing safe work environments, forming trusting relationships with students, allowing for student choice and autonomy, and encouraging student skill-building and competence.
 15. Be open to active participation in resolving conflicts through a restorative process.

D. Building Administrators

All administrators are 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, sexual orientation, (including gender identity and expression) or sex.
2. Ensure that students and staff have the opportunity to communicate regularly with the principal/administrators and have access to the principal/administrators for redress of grievances.
3. Maintain confidentiality in accordance with federal and state law.
4. Evaluate on a regular basis all instructional programs to ensure infusion of civility education in the curriculum.
5. Support the development of and student participation in appropriate extracurricular activities.

6. Provide support in the development of the code of conduct, when called upon. Disseminate the code of conduct and anti-harassment policies.
7. Be responsible for enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
8. Participate in school-wide efforts to provide adequate supervision in all school spaces.
9. 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.
10. Address personal biases that may prevent equal treatment of all students and staff.
11. Promote a trauma-responsive approach to addressing student behavior by supporting professional development, providing safe work environments, forming trusting relationships with students, allowing for student choice and autonomy, and encouraging student skill-building and competence.
12. Be open to active participation in resolving conflicts through a restorative process.

E. Athletic Coaches and Co-Curricular Advisors

All coaches and advisors are expected 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, sexual orientation, gender or sex.
2. Develop and maintain a climate of mutual respect, which will strengthen students' self-esteem and promote confidence to play and learn.
3. Promote a safe, orderly, and stimulating school environment, free from intimidation, discrimination and harassment, supporting effective teaching and learning.
4. Emphasize the proper ideals of sportsmanship, ethical conduct and fair play.
5. Stress values developed from participating with integrity and high character.
6. Know school rules and assist in their enforcement.
7. Help students to understand school rules.
8. Recognize that the purpose of athletics and extracurricular activities is to promote the educational, physical, mental, social, and emotional well-being of the individual players.
9. Encourage leadership, use of initiative, and good judgment by all participants.
10. Address and report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's attention to the building administrator and/or Dignity Act Coordinator.
11. Maintain confidentiality in accordance with federal and state law.
12. Address personal biases that may prevent equal treatment of all students and staff.

F. District Superintendent

The Superintendent is expected 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, sexual orientation, gender or sex, which will strengthen students' self-esteem and promote confidence to learn.
2. Make student achievement and character development the primary focus of the District.
3. Promote a safe, orderly, and stimulating school environment, free from intimidation, discrimination and harassment, supporting effective teaching and learning.
4. Review with administrators the policies of the Board and local, state, and federal laws relating to school operations and management.
5. Inform the Board of educational trends relating to student discipline.
6. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
7. Work with administrators in enforcing the Code and ensuring that all cases are resolved promptly and fairly.
8. Maintain confidentiality in accordance with FERPA.
9. 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.
10. Address personal biases that may prevent equal treatment of all students and staff.

G. Other School Personnel

All other school personnel are expected 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, sexual orientation, gender (including gender identity and expression) or sex, which will strengthen students' self-esteem and promote confidence to learn.
2. Promote a safe, orderly, and stimulating school environment, free from intimidation, discrimination and harassment, supporting effective teaching and learning.
3. Recognize that the education of student(s) is a joint responsibility of the parents, the students, and the school community.
4. Know school rules and help students(s) understand them.
5. Be responsible for enforcing this Code of Conduct and making any timely notifications as required by this Code of Conduct.
6. Maintain confidentiality in accordance with federal and state law.
7. 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.
8. Address personal biases that may prevent equal treatment of all students.
9. Participate in school-wide efforts to provide adequate supervision in all school spaces.
10. Address personal biases that may prevent equal treatment of all students and staff.

11. Be open to active participation in resolving conflicts through a restorative process.

H. Board of Education

The Board is expected to:

1. Collaborate with student, teacher, administrators, and parent organizations, community, school safety personnel, and other school personnel to develop a Code that clearly defines expectations for the conduct of students, District personnel, and visitors on school property and at school functions.
2. 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, sexual orientation, gender or sex.
3. Adopt and review at least once per year the District's Code to evaluate its effectiveness, fairness, and consistency of its implementation.
4. Lead by example by conducting Board meetings and Board business in a respectful, responsible, caring, and honest manner.
5. Appoint a Dignity Act Coordinator.
6. Maintain confidentiality in accordance with federal and state law.
7. Develop and recommend a budget that provides programs and activities that support achievement of the goals of the code of conduct.
8. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
9. 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.
10. Address personal biases that may prevent equal treatment of all students and staff.
11. The Board will promote a trauma-informed approach to addressing student behavior by supporting professional development, providing a safe school environment, encouraging the forming of trusting relationships with students, allowing for student choice and autonomy, and encouraging student skill-building and competence.
12. Be open to active participation in resolving conflicts through a restorative process.

V. COVID-19 PANDEMIC

The health and safety of the children and adults in our schools is paramount. Health and safety considerations must always come first. Pursuant to New York State Department Of Health Guidance, students, faculty and staff must maintain appropriate social distancing (i.e. 6 feet/barriers) while in school facilities and on school grounds, unless safety or the core activity requires a shorter distance. Canandaigua City School District will develop and distribute protocols and procedures for students, faculty, and staff to ensure appropriate social distancing to protect against the transmission of the COVID-19 virus when on school grounds and in school facilities. As a baseline, face coverings are required to be worn any time or place that individuals

cannot maintain appropriate social distancing. During meals, face coverings will not be required. However, all those eating must maintain six feet of social distance.

The District will require all parents/guardians and staff members to complete the mandatory daily COVID-19 health screening including daily temperature checks each morning before coming to school. All staff members will complete the screening at home using the District protocol. Students who did not complete the screening at home will be treated in a confidential manner and have the screening completed as quickly as possible to minimize time away from class.

Protocols and procedures will be in place for students to be screened at school if they were not screened at home.

The District will require health screenings including daily temperature checks and completion of a screening questionnaire for contractors, vendors, and visitors.

VI. DIGNITY FOR ALL STUDENTS ACT

The Board is committed to providing an educational environment that promotes respect, dignity, and equality. The Board recognizes that acts of discrimination and harassment, including bullying, taunting, or intimidation, are detrimental to student learning and achievement. These behaviors interfere with the mission of the District to educate its students and disrupt the operation of its schools. Such behavior affects not only the students who are its targets, but also those individuals who participate in, and witness such acts.

To this end, the Board condemns and strictly prohibits all forms of discrimination and harassment, including bullying, taunting, intimidation, against students by students and or employees on school property, which includes (among other things) school buses, at school functions, which means school sponsored, extracurricular events or activities. Harassment can include, among other things, the use, both on and off school property, of information technology, including, but not limited to, e-mail, instant or text messaging, blogs, chat rooms, pagers, cell phones, gaming systems and social media websites, to deliberately harass or threaten others. This type of harassment is generally referred to as cyberbullying.

A. Definitions:

1. **Harassment**: Harassment is defined as the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that 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 conduct, verbal threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety. Such conduct, verbal threats, intimidation or abuse includes, but is not limited to conduct, verbal threats, intimidation or abuse based on a person's actual or perceived:

- 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)

2. **Bullying:** Bullying is defined as unwanted, aggressive behavior among school-aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Bullying can occur before and after school hours, in a school building or places like a playground or bus, during or on the internet. Bullying generally involves the following characteristics:
- a. **An Imbalance of Power:** Children who bully use their power, such as physical strength, access to embarrassing information, or popularity, to control or harm others.
 - b. **The Intent to Cause Harm:** The person bullying has a goal of causing harm.
 - c. **Repetition:** Bullying behaviors generally happen more than once or have the potential to happen more than once.

Examples of bullying include, but are not limited to:

- a. **Verbal:** Name-calling, teasing, inappropriate sexual comments, taunting, and threatening to cause harm.
 - b. **Social:** Spreading rumors about someone, excluding others on purpose, telling other children not to be friends with someone, and embarrassing someone in public.
 - c. **Physical:** Hitting, punching, shoving, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's things, and making mean or rude hand gestures.
3. **Hazing:** Hazing is defined as a person intentionally or recklessly engaging in conduct during the course of another person's initiation into or affiliation with any organization, which creates a substantial risk of physical injury to such other person or a third person and thereby causes such injury.

Please refer to the Dignity for All Students Act Coordinators:

Mr. Vern Tenney, Director of Student Support Services, is our District DASA coordinator.

Building DASA coordinators are:

Mr. Brian Amesbury for our primary-elementary building

Mr. Peter Jensen for our middle school

Mr. Eric Jordan for our high school

VII. PROHIBITED STUDENT CONDUCT

The Board expects 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 with the goal of making school a community free of violence, intimidation, bullying, harassment, and discrimination. The District may discipline a student whose actions were unintentional yet violate the Code of Conduct.

Typically, progressive discipline will be utilized starting with a low level of discipline and progressing to suspension from school for various periods of time. However, the severity of misbehavior and the student's total disciplinary record will impact any decision regarding discipline.

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

The Board recognizes the need to make its expectations for student behavior while on school property or engaged in a school function specific and clear. The rules of conduct listed below are intended to meet that need 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 behavior.

The District has the right to discipline student misconduct on school property, at school functions or off-campus if such conduct impacts the school environment.

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 or otherwise unsafe behavior in hallways.
 2. Making unreasonable noise.
 3. Using language or gestures that are profane, lewd, vulgar, abusive or disrespectful.
 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. Nor are they permitted in any classroom or any school room without a bona fide reason or the express permission of a teacher or administrator.
 7. Trespassing after hours. Students are not permitted in any school building after hours without permission from the administrator in charge of the building.

8. Misusing computer systems/electronic communications, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the District's acceptable use policy.

B. Engage in conduct that deliberately goes against what a student has been asked to do or where they are supposed to be at any given time. This behavior is considered insubordinate. Examples of this type of behavior 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 belligerence or disrespect.
2. Lateness for, missing or leaving school without permission.
3. Failing to attend an assigned detention.

C. Engage in conduct that prevents others from being able to learn, focus, or be engaged in their work. This behavior is considered disruptive. Examples of this type of behavior include, but are not limited to:

1. Continually impeding the teaching and learning environment.
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, without the permission of a staff member.

D. Engage in conduct that is violent. Examples of this type of behavior include but are not limited to:

1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator, or other school employee, another student or any other person lawfully on school property
2. Possessing a weapon as per the definition found in this Code. 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.
3. Displaying what appears to be a weapon as per this Code.
4. Threatening to use a weapon as per this Code.
5. Intentionally damaging or destroying the personal property of a teacher, administrator, student, other District employee or any person lawfully on school property, including graffiti or arson.
6. Intentionally damaging or destroying school property, including District computer systems and data.

E. Engage in any conduct that endangers the safety, health, or welfare of others, or compromises the authority of school officials. Examples of this type of behavior include but are not limited to:

1. Lying to school personnel.
2. Attempting to engage in or perform an act of violence noted in Section D.
3. 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.
4. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function, including data, equipment, and intellectual property.
5. 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.
6. Discrimination, which includes the use of race, color, creed, national origin, religion, gender (identity and expression), religious practices, sex, sexual orientation, weight, disability or socio-economic status as a basis for treating another in a negative manner.
7. Harassment, which includes a sufficiently severe action or a persistent, pervasive pattern of actions or group which are intended to be or which a reasonable person would perceive as ridiculing or demeaning.
8. Intimidation, which includes engaging in actions or statements that put an individual in fear of personal harm.
9. Cyber bullying, which includes but is not limited to the misuse of emails, instant messages, text messages, digital pictures or images, web postings (including blogs), social media, chat rooms, and/or similar technologies and/or forums to torment, threaten, harass, humiliate, or embarrass another individual.
10. Hazing, which includes any intentional or reckless action directed against another for the purpose of initiation into, affiliating with or maintaining membership in any school-sponsored activity, organization, club or team.
11. Possessing, consuming, selling, distributing or exchanging obscene materials.
12. Using vulgar or abusive language, cursing or swearing.
13. Possessing, using, consuming, selling, distributed or exchanging tobacco products, including cigarettes, pipes, chewing tobacco, snuff, herbal tobacco products, simulated tobacco products that imitate or mimic tobacco products, e-cigarettes, vapes, vaporizers, JUULs, cloves, bidis and kreteks as well as matches and lighters.
14. Possessing, consuming, selling, distributing or exchanging alcoholic beverages.
15. Possessing, consuming, selling, distributing or exchanging 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, ecstasy, synthetic cannabinoids, any substances commonly referred to as "designer drugs," which are substances designed and synthesized to mimic the intended effects and usages of, which are chemically substantially similar to, illegal drugs, which may or may not be labeled for human consumption, such as bath salts.
16. Possessing, consuming, selling, distributing, exchanging or unauthorized use of prescription and over-the-counter drugs except as permitted under Board policy.
17. Gambling.
18. Indecent exposure (e.g., exposure to sight of the private parts of the body in a lewd or indecent manner).

19. Initiating a report warning of fire or other catastrophe without valid cause, pulling a fire alarm without valid cause, misuse of 911, or discharging a fire extinguisher.
20. Engaging in threatening or reckless behavior that serves to endanger the property or safety of others.
21. Use and/or display of electronic media (such as e-mail, text messages, messages sent through social media websites and other such messages) or use of any electronic device to capture picture and or video to knowingly transmit, retrieve, or store any communication (e.g. forwarded emails that contain jokes, pictures, promoting a violation of school rules, etc.) that are:
 - a. Discriminatory or harassing;
 - b. Derogatory to any individual or group;
 - c. Obscene, sexually explicit or pornographic;
 - d. Defamatory or threatening;
 - e. In violation of any license governing the use of software;
 - f. In violation of any other law or rule; or
 - g. Engaged in for any purpose that is illegal or contrary to this Code or District interests and/or reputation.
22. Inappropriate dancing. Dance styles must comply with standards of modesty, decency, and safety. Inappropriate dancing includes but is not limited to: slam or mosh dancing, freak dancing, dirty dancing, grinding/bumping, twerking or otherwise inappropriate or dangerous dancing.

F. Engage in misbehaviors otherwise prohibited by sections A-E of this section while on a school bus and to remain seated, keep objects and body parts inside the bus, obey the directions from the bus driver or monitor.

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

G. Engage in any form of academic misconduct/dishonesty. Examples of academic misconduct/dishonesty 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.
6. Accessing other users' email accounts or network storage accounts and/or attempting to read, delete, copy, modify, and interfere with the transferring and receiving of electronic communications.

- H. **Engage in off-campus misbehavior that interferes with or can reasonably be expected to substantially disrupt the educational process in the school or a school function.** Such misbehavior includes, but isn't limited to, threatening or harassing students or school personnel through any means off-campus, including cyberbullying.
- I. **Engage in in any conduct that compromises the safety of others during the COVID-19 Pandemic.**

The district will institute all safety recommendations from the Center for Disease Control and Prevention and New York State Department of Health.

Students are required to properly wear cloth masks and/or face shields and remain socially distanced of six feet while in school facilities and on school grounds unless safety or the core activity requires a shorter distance. Acceptable face masks include but are not limited to cloth-based face coverings (e.g. homemade sewn, quick cut, bandana) and surgical masks that cover both the mouth and nose. Exceptions to the face coverings include for meals and instruction with appropriate social distancing. When consuming meals, students must be six feet apart or separated by a barrier.

Students on school transportation are required to wear a mask and should maintain appropriate social distancing. The only exception to the mask requirement is that students whose physical or mental health would be impaired by wearing a mask are not required to do so, but must maintain social distancing of 6 feet from other individuals on the bus.

Students participating in activities requiring the projection of their voice, playing a wind instrument, aerobic activity, or activity that results in heavy breathing must maintain a distance of twelve feet in all directions between individuals.

VIII. STUDENT DRESS CODE

All students are expected to give proper attention to personal cleanliness and to dress appropriately on school property and at school functions. The purpose of the dress code is to ensure a productive learning environment in which all students feel comfortable. Students and their parents have the primary responsibility for acceptable student dress and appearance. Teachers and all other District personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting. Appropriate dress during after school functions is also required.

The following is considered as **acceptable dress** for our students:

- Safe footwear as defined by specific building handbooks
- Jeans, slacks, and capri pants
- Shorts, dresses and skirts as defined by building handbooks
- T-shirts, turtleneck tops, collared shirts, crew neck shirts, and sleeveless blouses that provide appropriate coverage
- Sweaters, fleece, and sweatshirts
- Appropriate undergarments

The following is considered as **unacceptable dress** for our students:

- Messages on clothing, jewelry, and personal belongings that are vulgar, obscene, libelous, sexually suggestive or denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation or disability
- Items that promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities
- Coats or outerwear worn inside the building (except for religious or medical purposes)
- Sunglasses (except for medical reasons)
- Tank tops, camisoles, halter or tube tops, one-shoulder tops, and low-cut tops (unless worn with another top that provides appropriate coverage)
- Strapless dresses or blouses
- See-through clothing
- Dresses, skirts, shorts as outlined in specific handbooks
- Display of undergarments (bras, boxers, underwear, etc.)
- Mid-cut shirts/tops that reveal the midriff
- Hazardous jewelry, including but not limited to spiked jewelry or wallet chains
- Footwear that has wheels or other devices allowing sliding or rolling
- Perfume or cologne that has a negative impact on others
- Extremely revealing or excessively tight clothing such as dresses, shirts and pants
- Lack of footwear

This list is not meant to be inclusive. If the Administrator believes student dress is inappropriate the Administrator shall inform the student that his/her dress violates the student dress code and give specific reasons why the student dress interferes with the educational process. The District will not regulate the way students dress while in school or at school functions with either fashion or taste as the sole criterion; however, student dress may not be disruptive, conflict with the rights of others, or fail to meet health and safety standards.

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.

Each Building Principal 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.

IX. REPORTING VIOLATIONS OF THE CODE OF CONDUCT

Because the district's goal is for making school a community free of violence, intimidation, bullying, harassment, and discrimination, all students are expected to promptly report violations of the code of conduct to a teacher, guidance counselor, the Building Principal or his or her designee. Any student observing a student possessing a weapon, alcohol or illegal substance on

school property or at a school function shall report this information immediately to a teacher, the Principal, the Principal's designee or the Superintendent of Schools.

All district staff who are authorized to impose disciplinary consequences are expected to do so in a prompt, fair and lawful manner. District staff who are not authorized to impose disciplinary consequences are expected to promptly report violations of the code of conduct to their supervisor, who shall in turn impose an appropriate disciplinary consequence if so authorized, or refer the matter to a staff member who is authorized to impose an appropriate consequence.

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 consequences, which may include permanent suspension and referral for prosecution.

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

X. DISCIPLINARY PROCEDURES AND CONSEQUENCES

Consequences, and if needed discipline, are most effective when they deal directly with the problem at the time and place it occurs, and in a way that is reasonable 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.

Consequences and 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 consequence, school personnel authorized to impose disciplinary consequences will consider the following:

1. The student's age.
2. The nature of the offense and the circumstances which led to the offense.
3. The student's prior disciplinary record.
4. The effectiveness of other forms of discipline.
5. Information from parents, teachers and/or others, as appropriate.
6. The adverse impact on others and/or the learning environment.
7. Other extenuating circumstances.

As a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lighter consequence than subsequent violations. However, district staff are empowered to utilize the consequence most reasonably calculated to ensure the student learns from their behavior and engages in more pro-social behavior in the future.

If the conduct of a student is related to a disability or suspected disability, the student shall be referred to the Committee on Special Education and discipline, if warranted, shall be administered in a consistent fashion with the separate requirements of this Code for disciplining students with a disability. A student identified as having a disability shall not be disciplined for behavior related to his/her disability, unless the discipline is consistent with the student's individualized education plan (IEP).

A. Consequences

Students who are found to have demonstrated inappropriate behavior may be subject to the following interventions and consequences, either alone or in combination with one another. The school personnel identified after each consequence are authorized to assign the consequences, consistent with the student's right to due process.

1. Oral warning, teacher/student conference, parent contact, in-class time out, brief time out of class, loss of classroom privileges – any member of the district staff
2. Written warning – bus drivers, hall and lunch monitors, coaches, guidance counselors, teachers, Principal, Superintendent
3. Written notification to parent – bus driver, hall and lunch monitors, coaches, guidance counselors, teachers, Principal, Superintendent
4. Detention – teachers, Principal, Superintendent
5. Suspension from transportation – Director of Transportation, Principal, Superintendent
6. Suspension from athletic participation – coaches, Principal, Superintendent
7. Suspension from social or extracurricular activities – activity director, Principal, Superintendent
8. Suspension of other privileges – Principal, Superintendent
9. In-school suspension – Principal, Superintendent
10. Removal from classroom by teacher – teachers, Principal
11. Short-term (five days or less) suspension from school – Principal, Superintendent, Board
12. Long-term (more than five days) suspension from school – Superintendent, Board
13. Permanent suspension from school – Superintendent, Board

The district may condition a student's suspension revocation or early return from suspension on the student's voluntary participation in counseling or specialized classes, including anger management or dispute resolution. The district may also recommend counseling in circumstances where a student may benefit from such services, separate from any disciplinary proceeding.

B. Procedures

The amount of due process a student is entitled to before a consequence is imposed will depend on the type of consequence being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the consequence must let the student know what inappropriate behavior, and must investigate the facts surrounding the alleged misbehavior. All students will have an opportunity to present their version of the facts to the school personnel imposing the disciplinary consequence in connection with the imposition of the consequence.

Students who are to be given consequences other than a verbal warning, written warning or written notification to their parents are entitled to additional rights before the consequence is imposed. These additional consequences are explained below.

1. Detention

Teachers, Principals and the Superintendent may use after school detention as a consequence for student misbehavior in situations where removal from the classroom or suspension would be inappropriate. Detention will be imposed as consequence only after the student's parent has been notified to confirm that there is no parental objection to the consequence and the student has appropriate transportation home following detention.

2. Suspension from transportation

If a student does not conduct himself/herself properly on a bus, the bus driver is expected to bring such misbehavior to the Principal's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the Principal or the Superintendent or their designees.

In such cases, the student's parent will become responsible for seeing that his or her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance, the district will make appropriate arrangements to provide for the student's education.

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

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

A student subjected to a suspension from athletic participation, extra-curricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the district official imposing the suspension to discuss the conduct and the 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 and the Superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension." The in-school suspension teacher will be a certified teacher.

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

5. Teacher Disciplinary Removal of Disruptive Students

A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Such practices may include, but are not limited to: (1) short-term "time out" in an elementary classroom or in an administrator's office; (2) sending a student into the hallway briefly; (3) sending a student to the Principal's office for the remainder of the class time only; or (4) sending a student to a guidance 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.

Teachers will first use interventions aimed at teaching appropriate and responsible behaviors so students can learn and demonstrate safe and respectful academic, social and emotional behavior. Examples of these include using affective statements, using affective questions, establishing relationship with students, giving positive directives that state expectations, and giving positive and specific feedback etc.

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

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

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

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

The teacher must complete a district-established disciplinary removal form and meet with the

Principal or his or 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 parent, in writing, that the student has been removed from class and why. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the Principal or the Principal's designee to discuss the reasons for the removal.

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

The Principal may require the teacher who ordered the removal to attend the informal conference.

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:

1. The charges against the student are not supported by substantial evidence.
2. The student's removal is otherwise in violation of law, including the district's code of conduct.
3. 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 conference. 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 until he or she is permitted to return to the classroom.

Each teacher must keep a complete log (on a district provided form) for all cases of removal of students from his/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 or her class until he or 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 severely insubordinate, disorderly, violent, or severely 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 Superintendent or the Principal 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 (five days or less) Suspension from School

When the Superintendent or Principal (referred to as the "suspending authority") proposes to suspend a student charged with misbehavior 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 misbehavior the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.

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

the Principal may establish.

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

After the conference, the Principal shall promptly advise the parents in writing of his or 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 **ten (10)** 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 10 business days of the date of the Superintendent's decision, unless they can show extraordinary circumstances precluding them from doing so. Only final decisions of the Board may be appealed to the Commissioner of Education within 30 days of the decision.

b. Long term (more than five days) Suspension from School

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

The Superintendent shall personally hear and determine the proceeding or may, in his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the 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, which 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 **thirty (30)** days of the date of the Superintendent's decision, unless the parents can show that extraordinary circumstances precluded them from doing so. The Board may adopt in whole or in part the decision of the Superintendent. Final decisions of the Board may be appealed to the Commissioner of Education 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.

d. Procedure After Suspension

The Board may condition a student's early return from a suspension on the student's voluntary participation in restorative conference, reentry circles, counseling or specialized classes, such as anger management or dispute resolution. The Board retains discretion in offering this opportunity. If and when the student and/or parent/guardian agrees to this option, the terms and conditions shall be specified in writing. However, if the student violates the agreed-upon terms and conditions within a certain time period, the unserved portion of the suspension may be re-imposed

C. **Minimum Periods of Suspension**

1. Students who bring or possess certain weapons on school property

Any student, other than a student with a disability, found guilty of bringing a gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death onto school property will be subject to suspension from school for at least one calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214. The 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 in accordance with the requirements of state and federal law.

2. Students who commit violent acts other than bringing or possessing certain weapons on school property

Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death onto school property, shall be subject to suspension from school for at least five-days. If the proposed consequence is the minimum five-day suspension, the student and the student's parent/guardian will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed consequence exceeds 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 minimum 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 repeatedly substantially interferes 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 five-days. For purposes of this code of conduct, "repeatedly is substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by teacher(s) pursuant to Education Law § 3214 (3-a) and this code on four or more occasions during a semester, or three or more occasions during a trimester. If the proposed consequence is the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed consequence exceeds a five-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 minimum 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.

D. Referrals

1. Counseling

The Guidance Office 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 or 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

For students found to have brought either a weapon (defined in 18 USC §930(g)(2) or

firearm (defined in 18 USC §921), the Superintendent is required to make the following referrals:

- a. To the County Attorney for a juvenile delinquency proceeding before the Family Court:
All students under age 16, except student age 14 or 15 who qualify for juvenile offender status under the Criminal Procedure Law 1.20(42).
- b. To the appropriate law enforcement authorities:
All students age 16 or older, and all student age 14 or 15 who qualify for juvenile offender status under Criminal Procedure Law 1.20(42).

As a reminder, a dangerous weapon under 18 USC §930(g)(2) is: any weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except for a pocket knife with a blade less than 2½ inches long. A firearm under 18 USC §921 is: any weapon which will, or is designed to, or may readily be converted to expel a projectile by an explosive; or the frame or receiver of such weapon, or any firearm muffler or silencer; or any destructive device (e.g., bomb, grenade, rocket missile, mine, etc.); however, this does not include antique firearms (e.g., those from 1898 or prior, or certain replicas). The district may take other actions to assist students in managing their behavior, including referrals to or partnerships with community resources.

XI. ALTERNATIVE INSTRUCTION

When a student of any age is removed from a 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. The Board of Education expects students, administrators, teachers and parents to make every effort to maintain student academic progress in the event of removal or suspension, and support student re-entry to the classroom at the conclusion of the disciplinary action.

XII. 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.

A. 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 abuse 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.
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 required when the disciplinary action results in a disciplinary change of placement, and conducted in accordance with requirements set forth later in this code of conduct.

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, that 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 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 code of conduct, 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.

B. Authority of School Personnel to Suspend or Remove Students with Disabilities

The Board, District Superintendent, Superintendent of Schools or a Building 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 misbehavior, 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, 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.

C. 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 conference 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.

D. 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 code of conduct, 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.

E. 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.

F. 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.

G. 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 Building 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 district will:

1. Have the committee on special education 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.
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.

H. 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 code of conduct 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 services to be provided.

I. 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 misbehaviors has the right to invoke any of the protections set forth in this code of conduct 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, Building 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.

J. 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.

K. 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).

XIII. 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.

If possible, prior to a physical intervention with a student, a District employee trained in alternative procedures and/or de-escalation tactics (such as Therapeutic Crisis Intervention) will be contacted. 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 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.

XIV. STUDENT SEARCHES AND INTERROGATIONS

The Board is committed to ensuring an atmosphere on school property, at school functions, and in District-sponsored activities/trips 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's Code. Students are not entitled to any sort of "Miranda" type warning before being questioned by school officials, nor are school officials required to contact a student's parent before questioning the student. Students do have the right to be told, upon request, why they are being questioned.

In addition, the Board authorizes the Superintendent, building Administrators, and other employees under the direct supervision of an Administrator to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will result in evidence that the student violated the law or the District's Code of Conduct. An authorized school official may conduct a search of a student's belongings that is minimally intrusive, such as touching the outside of a back pack without reasonable suspicion, so long as the school official has a legitimate reason for the very limited search.

An authorized school official may further search a student or the student's belongings based upon information received from a reliable informant. Individuals, other than the District employees, will be considered reliable informants if they have previously supplied information that was accurate and verified, they make an admission against their own interest, 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.

Before searching a student or the student's belongings, the authorized school official should give the student the opportunity to admit that he/she possesses physical evidence that violates the law or the District's 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. The administrator shall attempt to have a second school employee present at the search.

A. Student Lockers, Desks, and Other School Storage Places

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

B. Treatment of Cell Phones

Teachers and administrators are authorized to confiscate student cell phones that are being used in violation of the code of conduct and/or Board policy, Student Use of Electronic Devices. Teachers and administrators are permitted to look at the screen of the cell phone and can request the student's cooperation to search the cell phone further. Without a student's permission, teachers and administrators should not undertake a more extensive search until conferring with the Superintendent or school attorney for guidance.

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. Basis of information leading to search.
4. Purpose of search (that is, what item(s) were being sought).
5. Type and scope of search.
6. Person conducting search and his/her title and position.
7. Witnesses 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/designee shall be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student. The principal/designee shall retain control of the items, unless the items are turned over to the police. The principal/designee shall be responsible for personally delivering dangerous or illegal items to police authorities. A student who refuses to cooperate with a search shall be deemed to be insubordinate and subject to appropriate penalties including suspension from school.

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.

Police may question student witnesses to any incident without parental consent. Before police officials are permitted to question or search any student suspected of committing a crime, the principal/ designee shall first 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, unless the student is 16 years of age or older. The principal/designee will also be present during any police questioning or search of a student on school property or at a school function. If the police officer determines there is enough evidence to arrest the student, that student may be removed from school premises by the police without parental consent.

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 provide data and assistance to local child protective services workers, or members of a multi-disciplinary team accompanying such workers, who are responding to allegations of suspected child abuse, and/or neglect, or custody investigations. Such data and assistance include access to records relevant to the investigation,

as well as interviews with any child named as a victim in a report, or a sibling of that child, or a child residing in the same home as the victim.

All requests by child protective services to interview a student on school property shall be made directly to Principal or his or her designee. Child protective service workers and any associated multi-disciplinary team members must comply with the district's procedures for visitors, provide identification, and identify the child(ren) to be interviewed.

The Principal or designee shall decide if it is necessary and appropriate for a school staff member, including but not limited to an administrator or school nurse, to observe the interview either from inside or outside the interview room.

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

XV. VISITORS TO THE SCHOOLS

The Board recognizes that the success of the school program depends, in part, on support by the larger community. The Board wishes to foster a positive climate where members of the community have the opportunity to observe the hard work and accomplishments of the 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 or her designee is responsible for all persons in the building and on the grounds. For these reasons, the following expectations apply to visitors to the schools:

1. Anyone who is not a regular staff member, student of the school or member of the current Board of Education will be considered a "visitor."
2. All visitors to the school must report to the receptionist at the entrance upon arrival at the school. Photo proof of identification will be required. There they will be required to sign the visitor's register and will be issued a visitor's identification badge which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the receptionist before leaving the building. The District reserves the right to limit access to our facilities based on security and safety reasons.
3. Visitors attending school functions that are open to the public, such as athletic or musical events, are not required to register.
4. Parents or citizens who wish to observe a classroom while school is in session must arrange such visits in advance with the classroom teacher(s). Such visitations shall be allowed at the discretion of the teacher and Principal.
5. Teachers are expected to teach and will not be able to take class time to discuss individual matters with visitors.

6. Any unauthorized person on school property will be reported to the principal. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
7. All visitors are expected to meet the expectations for public conduct on school property contained in this Code.

XVI. PUBLIC CONDUCT ON SCHOOL PROPERTY

The District is committed to providing a welcoming, engaging, respectful, orderly environment that is conducive to learning. The district invites the members of the public to join them in the educational process, competitive and artistic events, and other school functions. In order to maintain this kind of an environment the public must also adhere to the expectations of the district. 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 expectations for the public’s conduct on school property and at school functions are not intended to limit freedom of speech or peaceful assembly, but to support the conducive learning environment, and maintain order, and prevent infringement on of the rights of others.

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

A. Prohibited Conduct

No person, either alone or with others, shall:

1. Intentionally injure any person or threaten to do so.
2. Intentionally damage or remove school property.
3. Disrupt the orderly conduct of classes, school programs or other school activities.
4. Distribute or wear materials on school ground or at school functions that are obscene, advocate illegal action, appear libelous, violate the rights of others, or are disruptive to the educational environment.
5. Intimidate, harass, or discriminate against any person on the basis of race, color, nationality, religion, age, sex, sexual orientation or disability.
6. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
7. Obstruct the free movement of any person in any place to which this Code applies.
8. Violate the traffic laws, parking regulations or other restrictions on vehicles.
9. Possess, consume, sell, offer, manufacture, distribute or exchange alcoholic beverages, controlled substances, or synthetic versions thereof (whether or not specifically illegal or labeled for human consumption), or be under the influence of either on school property or at a school function.
10. Possess or use firearms or other weapons including air guns, pistols, rifles, shotguns, ammunition, explosives, box cutters, knives, gas canisters, pepper spray or other

- noxious spray 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 District.
11. Possessing, using, consuming, selling, distributed or exchanging tobacco products, including cigarettes, pipes, chewing tobacco, snuff, herbal tobacco products, simulated tobacco products that imitate or mimic tobacco products, e-cigarettes, vapes, cloves, bidis and kreteks as well as matches and lighters.
 12. Loiter on or about school property.
 13. Gamble on school property or at school functions.
 14. Refuse to comply with any lawful order of identifiable school officials performing their duties.
 15. Willfully incite others to commit any of the acts prohibited by this Code.
 16. Violate any federal or state statute, local ordinance or Board policy while on school property or while at a school function.

B. Consequences

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

5. 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 considered trespassing and subject to ejection.
6. Students: They shall be subject to immediate ejection and to disciplinary action as the facts may warrant, including any of the penalties listed in the “Penalties” section of this Code, in accordance with the due process of law requirements.
7. Tenured faculty members: They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Education Law § 3020-a or any other legal rights that they may have.
8. 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.
9. Staff members other than those described in subdivisions 3 and 4: They shall be subject to immediate ejection and to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

The Principal or his/her designee shall be responsible for enforcing the conduct required by this code.

When the Principal or his or her designee sees an individual engaged in actions not conducive to achieving the goal of making school a community free of violence intimidation, bullying, harassment, and discrimination , misconduct or otherwise not allowed behaviors, which in his or her judgment does not pose any immediate threat of injury to persons or property, the Principal or designee shall tell the individual that the behavior is not allowed and attempt to persuade the individual to stop. The Principal or designee shall also warn the individual of the consequences

for failing to stop. If the person refuses to stop engaging in the undesired behaviors, or if the person's actions pose an immediate threat of injury to persons or property, the Principal or designee 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 "Consequences" section above. In addition, the district reserves its right to pursue a civil or criminal legal action against any person violating the code.

XVII. DISSEMINATION AND REVIEW

A. Dissemination

The Board will work to ensure community awareness of this Code 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 complete code available for review by students, parents and other community members.

The Board will sponsor an in-service education program for all district staff members to ensure the effective implementation of the code of conduct and other trainings to contribute to its success as needed. 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

The Board of Education will review this Code 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 administered fairly and consistently. The Board may appoint an advisory committee to assist in reviewing the Code and the District's response to Code violations. The committee will comprise representatives of student, teacher, Administrator, and parent organizations, school safety personnel and other school personnel.

Before the Board reapproves any updates 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 and any amendments to it will be filed with the Commissioner of Education no later than 30 days after adoption.

Adoption date: June 21, 2001

Revised: July 28, 2011

Revised: May 22, 2014

Revised: August 27, 2015

Revised: July 19, 2017

Revised: July 17, 2018

Revised: July 1, 2020

Revised: August 31, 2020

DRAFT

Canandaigua City School District



Organizational Professional Learning Plan
2021-2022

Organizational Professional Learning Plan 2021-2022

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Canandaigua City School District

Vision

The Canandaigua City School District believes in building a community rooted in inclusion and love, where everyone recognizes the active role they play in educating our students and helping them find a sense of purpose in life.

Mission

The Canandaigua City School District is dedicated to creating enriched, world-class educational experiences that engage all learners, foster meaningful exploration, and empower our school community to have their voices heard.

Goals



Organizational Professional Learning Plan 2021-2022

Introduction

ROLE OF PROFESSIONAL LEARNING PLAN AND COMMITTEE

The committee is chaired by the Director of Professional learning and membership includes administrators, teachers from each building, and paraprofessionals. Members shall serve a minimum of two years, and at least three members will also be members of the Council for Instructional Excellence (CIE).

The CIE is a body composed of parents, building administrators, board members, District office personnel, and teacher representatives from all buildings. The role of CIE members is to keep all parties informed of the instructional related processes, procedures, and decisions under consideration. Whenever a recommendation is to be considered, appropriate input from the building is sought. District procedures and practices are in place to ensure that the needs of each team and faculty member are met. The CIE Guidelines and Procedures ensure that professional learning is aligned with the standards, is diagnostic-prescriptive in its nature, and originates from a data-driven process. In addition, the District supervisory structure and Curriculum Area Lead Teacher (CALT) in each subject ensure articulation within and across grade levels.

The Professional Learning Committee (PLC) is a standing sub-committee of CIE responsible for:

- o Writing, overseeing, and revising of the Professional learning Plan
- o Utilizing data from monthly administrative meetings to align professional learning opportunities to individual building needs and the district strategic plan.
- o Designing and planning of Superintendent's Days professional offerings and schedules
- o Surveying and defining the needs of staff specific to the design of those offerings and of administration
- o Communicating these professional offerings and schedules to appropriate stakeholders through presentations or informational sessions in department and/or faculty meetings
- o Wherever practical, reviewing proposals for alignment to the Professional Learning Plan and providing input to the Office of Instruction
- o Assisting in design, presentation, and evaluation of professional learning models and protocols
- o Gathering feedback from participants in Superintendent's Days and other trainings planned or implemented by the committee
- o Reporting any feedback and evaluations to the CIE

Organizational Professional Learning Plan 2021-2022

The Committee will also be responsible for evaluating its own effectiveness and will remain flexible in its function to accommodate changing needs, within the bounds of its mandate.

RESULTS & NEEDS-ORIENTED/DATA DRIVEN PROCESS

A three-step process of data analysis is utilized in the District.

1. Data is evaluated by teachers, administrators, and staff to define areas of need.
2. This data is used to modify staff learning practices and offerings.
3. Offerings are evaluated and drive future initiatives.

Every initiative described in the Professional Learning Plan is a result of an identified student need.

The District strategic plan is reviewed regularly with the Board of Education and Administrative Cabinet. Our Professional Learning Plan is aligned with the District's strategic plan and is reviewed annually with the Council for Instructional Excellence (CIE.)

Needs Assessment Resources Used:

- A yearly professional learning needs assessment
- Faculty, community, and parent surveys
- New York State School Report Card
- Goals from APPR process
- Disaggregated student achievement data
- State and local benchmarks for student performance
- Longitudinal data
- Report Cards
- Supervisor and department data analysis and recommendations
- Evaluations from professional learning offerings and Superintendent's Conference Days

Organizational Professional Learning Plan 2021-2022

Professional Learning Plan Committee Membership [REQUIRED ELEMENT FROM PART 100]

Name	Title
Matt Schrage	Superintendent Designee-Assistant Superintendent of Instruction
Katie McFarland	Superintendent Designee-Director of Professional Learning and Instructional Technology
Emily Bonadonna	Primary Principal
Brian Amesbury	Elementary Principal
Steve Holmes	Primary-Elementary Technology Integration
David Fronczak	Primary Intervention Teacher
Danielle Consaul	Elementary Teacher
Jonny Zacharias	Primary Elementary TOSA
Theresa Keyes	Primary Librarian
John Arthur	Middle School Principal
Brian Crawford	Middle School Technology Integrator
Jeanne Canough	Middle School Teacher
Marissa Logue	Academy Principal
Keith Pedzich	Academy Teacher/Tech Integration
Jeremiah Johnson	Academy Teacher
Tammy Franz	Academy Teacher
Marie Windover	Academy Teacher
TBD	Higher Education Rep
Leslie Mast	Parent Representative

Organizational Professional Learning Plan 2021-2022

New York State Department Regulations and Requirements

This professional learning plan is in compliance with Commissioner Regulations 100.2 (dd) that requires each district and BOCES to collaboratively create professional learning plans that are reviewed annually. Additionally, professional learning activities outlined in this plan provide teachers and leaders with the opportunities needed to meet and maintain the Continuing Teacher Leader Education (CTLE) requirements as defined by The Board of Regents in Subpart 80-6 of the Regulations of the Commissioner of Education to implement Chapter 56 of the Laws of 2015 relating to the registration process for any holder of a classroom teaching, school leader and teaching assistant certificate that is valid for life (Permanent, Professional and Level III Teaching Assistant) and the establishment of Continuing Teacher and Leader Education (CTLE) requirements for Professional and Level III Teaching Assistant certificate holders.

Canandaigua City School District, Wayne-Finger Lakes (W-FL) BOCES, and other approved professional learning providers will provide Professional Certificate holders with certificates, physical or electronic, acknowledging completion of workshops, trainings, and professional learning opportunities qualifying for CTLE credits. Such certificates will include: participant's name, title of the program attended, date and location of program, number of hours completed, and providing sponsor's name.

The content of the Canandaigua City School District 's professional learning plan is being supported in part by BOCES, RBERN, RSE-TASC, Teacher Centers, Regional Information Centers and other approved school districts and vendors.

Organizational Professional Learning Plan 2021-2022

Philosophy

The purpose of the plan shall be to improve the quality of teaching and learning by ensuring that when administrators, teachers, teaching assistants, and other instructional staff participate in professional learning, they have opportunities for professional growth, remain current with their profession, and meet the learning needs of their students. We are committed to high-quality professional learning to provide ongoing growth for practitioners within our organization, as well as to the assessment of ongoing professional learning initiatives. Professional learning provided to internal employees is tailored to the needs of the individual district, and building progresses across grade levels (PreK-graduation) and when appropriate, is continuous and sustained.

We strive to provide professional learning in alignment with the New York State Professional Learning Standards:

- A. Professional Growth and Collaboration.** Professional learning fosters a foundation of continuous professional growth characterized by collaborative relationships, reflection, respect, and commitment to student and educator learning.
- B. Expanding Professional Capacity.** Professional learning builds individual and collective capacity for deepening and expanding educator expertise and improving outcomes for all students.
- C. Leadership.** Professional learning develops and fosters skillful leaders who cultivate vision, capacity, advocacy, communication, and support systems.
- D. Professional Learning Approaches.** Professional learning integrates theories, research, and models of adult learning to achieve intended outcomes.
- E. Utilizing Data.** Professional learning incorporates a variety of sources and types of student, educator, and system data to monitor student progress, sustain professional growth, and inform, plan, assess, and evaluate professional learning. .
- F. Cultural Responsiveness.** Professional learning responds to a culturally and linguistically diverse population of learners and promotes academic and social-emotional growth by emphasizing and building upon their cultural strengths, knowledge, and skills.

Organizational Professional Learning Plan 2021-2022

G. Engagement Among Diverse Communities. Professional learning builds capacity for educators, families, community members, and other stakeholders for shared ownership of student and community success.

Organizational Professional Learning Goals

Learning

- Educating and preparing our students for success in life
- Creative thinking and problem solving in authentic contexts
- Intellectual and academic curiosity and advancement through impactful pedagogy
- Organic professional learning for staff

Values

Community

- Engage and support families through their educational journey
- Authentic and meaningful community experiences
- Inclusion
- Equity
- Community partnerships
- Climate and culture
- Effective and transparent communication

Whole-Child Development

- Social emotional learning
- Character education
- Comprehensive co-curricular offerings

Goals

1. Enhance Organizational Systems & Practices to Improve Teaching & Learning

2. Continuously Improve District Operations

3. Cultivate an Equitable & Inclusive School Environment

4. Expand Opportunities

Organizational Professional Learning Plan 2021-2022

Action Plans

Goal 1: New Staff Induction -Provisions for Mentoring Program [REQUIRED ELEMENT FROM PART 100]

Objective:

The mentor/NTP Program seeks to guide the New Teacher Partner (NTP) in the teaching process. Included in that process may be suggestions on instructional strategies, classroom management and interpersonal relationships.

Activities and Strategies:

- *New Teacher Orientation*
- *Scheduled weekly individual meetings between Mentor and NTP*
- *Monthly Mentor/NTP meetings*

The Canandaigua City School District Mentoring Program is defined by Board of Education policy, as outlined below:

- *All new teachers at Canandaigua City School District holding an initial certificate will complete a mentored teaching experience within their first year of employment as a teacher. The purpose of the mentoring program is to provide support for new teachers, retention of teachers, and to increase the skills of new teachers.*
- *The mentoring program shall be developed and implemented consistent with any collective bargaining obligation required by Article 14 of the Civil Service Law (i.e., the Taylor Law); however, Commissioner's Regulation does not impose a collective bargaining obligation that is not required by the Taylor Law.*
- *In accordance with Commissioner's Regulations, the elements of the mentoring program include:*

Procedure for Selecting Mentors
Role of the Mentors
Preparation of Mentors
Types of Mentoring Activities
Time Allotted for Mentoring

Organizational Professional Learning Plan 2021-2022

Details for these are found in the Canandaigua City Schools Mentor/New Teacher Partner Program. The handbook can be accessed here:

<https://docs.google.com/document/d/1Xx6WY56w-TI5xpUISoBeDxGPRaHUI8KUfU8J10RqEq0/edit?usp=sharing>

Estimated Average Number of Hours each teacher/leader is expected to participate in PL - **check district contractual language**

Positions	Hours	CTLE hours / choice topics
Teachers	at least 20 hours per year to stay on track for 100 hours	Conference day, faculty meetings, grade level meeting, department meetings, etc.
Teaching Assistants	at least 20 hours per year to stay on track for 100 hours	Conference day, faculty meetings, grade level meeting, department meetings, etc.
Administrators	at least 20 hours per year to stay on track for 100 hours	Conference day, faculty meetings, grade level meeting, department meetings, etc.
Support Staff	Requirements vary in relationship to role	Conference day, staff meetings,

Goal 2: (ELL - Required - waiver available but goal required)

Objective: Teachers possessing a Professional certificate in the certificate title of English to speakers of other languages (all grades) or a holder of a bilingual extension under section 80-4.3 of this Title must complete their CTLE hours with a minimum of 50 percent in language acquisition aligned with the core content area of instruction taught, including a focus on best practices for co-teaching strategies, and integrating language and content instruction for English language learners.

Activities and Strategies:

The district will provide CTLE certificate holder's, Professional and Level III Teaching Assistants, a minimum of 15 percent of the required CTLE clock hours dedicated to language acquisition unless the District meets exemption.

Canandaigua City Schools teachers may utilize the expertise and trainings provided by the Regional Bilingual Education- Resource Network or other approved sponsors to fulfill these requirements.

Canandaigua City Schools meets (and will apply for an) exemption from the professional learning requirements in language acquisition for ENLs.

**There are fewer than 30 English language learner students enrolled or English language learners make up less than five percent of the*

Organizational Professional Learning Plan 2021-2022

Canandaigua City School total student population as of such date as established by the commissioner.

Recommended PD Provider:

Alicia Van Borssum, EdD

Coordinator, Project CELLS: Western NY Collaboration for English Language Learner Success

Warner Graduate School of Education

University of Rochester

Office: 585-276-4779

Mobile: 585-261-7460

Goal 3: Provisions for School Violence Prevention and Intervention Training

- *Required Drills (Lockdown and Evacuation)*
- *Promoting mental health and wellness*
- *Addressing warning signs*
 - *Effective classroom management*
 - *Integration of social and problem solving for students*

**GCN & Utica National, Right to Know Stuff, DASA, Character Education,*

Objective:

Canandaigua City School District is committed to hiring teachers who have fulfilled the requirements of certification, including participation in workshops covering school prevention and intervention. Such workshops shall consist of at least two clock hours of training that includes but is not limited to, study in the warning signs within a learning and social context that relate to violence and other troubling behaviors in children; the statutes, regulations, and policies relating to a safe nonviolent school climate; effective classroom management techniques and other academic supports that promote a nonviolent school climate and enhance learning; the integration of social and problem solving skill learning for students within the regular curriculum; intervention techniques designed to address a school violence situation; and how to participate in an effective school/community referral process for students exhibiting violent behavior.

Upon request or determination of necessity, Canandaigua City School District will provide refreshers on school violence prevention and intervention.

Organizational Professional Learning Plan 2021-2022

In instructional settings, Canandaigua City School District will also utilize the interpersonal violence prevention education package provided by the State Education Department. These materials will be incorporated as part of the health or other related curricula or programs for students in grades K through 12.

Activities and Strategies:

- 1. A district-wide safety team representing all stakeholders meets quarterly to review and revise the following district documents: student code of conduct, district attendance policy administration procedures, district-wide safety plan, and building level safety plans.*
- 2. At least annually the School District Resource Officer meets with each school's Building Emergency Response Team to review a menu of crisis situations, "drill each scenario, and update and revise the Emergency Plans as needed. The school's team and administration will train the school's staff on each of the various situations and scenarios.*
- 3. Each building principal ensures that annual updates are presented to students, parents and staff regarding behavioral expectations.*

Goal 4: Instructional Capacity

- *Pedagogy*
- *Curriculum*
- *Assessment*
- *Content knowledge*
- *Meeting the needs of ALL learners (exceptional learning needs, particularly students with disabilities, ELL, students who are gifted and talented, and students with low literacy levels)*

**it is assumed that technology, data driven instruction, could be embedded in the above bullets*

Objective:

Professional learning directly related to student learning outcomes, will be tailored to the NYS Professional Learning Standards and to individual educators based on personal need, content level, and grade level.

Activities and Strategies:

See Appendix A

Organizational Professional Learning Plan 2021-2022

Appendix A

List of anticipated workshop topics, training, and consultants to be offered and/or utilized during the 2020-2021 school year which will be available across the Canandaigua City School District organization where CTLE credit will be awarded.

(Draft- will be updated as NYSED recommendations for opening are finalized)

Topic	Organization/Consultant Provider
Project Lead the Way	Canandaigua City School Staff, WFL, Monroe 1, 2, Erie 1 BOCES staff
Integration of ELA and SS	Canandaigua City School Staff, WFL, Monroe 1, 2, Erie 1 BOCES staff
Instructional Technology Training	Canandaigua City School Staff, WFL, Monroe 1, 2, Erie 1 BOCES staff
Mental Health First Aid	Canandaigua City School Staff, WFL, Monroe 1, 2, Erie 1 BOCES staff
TCI De-Escalation	Canandaigua City School Staff, WFL, Monroe 1, 2, Erie 1 BOCES staff
Early Warning Indicators	Canandaigua City School Staff, WFL, Monroe 1, 2, Erie 1 BOCES staff
Responsive Classroom	Canandaigua City School Staff, WFL, Monroe 1, 2, Erie 1 BOCES staff
Curriculum Writing and Alignment Work ELA and Math	Angela Stockman, Canandaigua City School Staff, WFL, Monroe 1, 2, Erie 1 BOCES staff
Next Generation Standards in all Disciplines	Canandaigua City School Staff, WFL, Monroe 1, 2, Erie 1 BOCES staff
LETRS	WFL BOCES
Everyday Math support PD	Canandaigua City School Staff, EDM trainers
Restorative Practices, Circles, Member trainings	CMSC Americorps

Organizational Professional Learning Plan 2021-2022

PROFESSIONAL learning PLAN STATEMENT OF CERTIFICATION

School District: _____ BEDS Code: _____

The superintendent certifies to the Commissioner that: (1) The planning, implementation and evaluation of the plan were conducted by a professional learning team that included a majority of teachers and one or more administrator(s), curriculum specialist(s), parent(s), higher education representative(s), and others identified in the plan. (2) The requirements of CR 100.2 (dd) to have a professional learning plan for the succeeding school year have been met. (3) The school District or BOCES has complied with the professional learning plan applicable to the current school year. (4) The plan focuses on improving student performance and teacher practice as identified through data analysis. (5) The plan describes professional learning that: • is aligned with state content and student performance standards; • is articulated within and across grade levels; • is continuous and sustained; • indicates how classroom instruction and teacher practice will be improved and assessed; • indicates how each teacher in the district will participate; and • reflects congruence between student and teacher needs and district goals and objectives. (6) The plan describes how the effectiveness of the professional learning will be evaluated and indicates how activities will be adjusted in response to that evaluation. (7) The plan complies with CR 100.2(dd) to: • describe and implement a mentoring program for new teachers; • provide teachers holding a professional certificate with opportunities for completing 100 hours of professional learning (CTLE) every five years; • ensure that level III teaching assistants and long-term substitute teachers participate in professional learning activities, • state the average number of hours each teacher is expected to participate in professional in the school year(s) covered by the plan; • describe how all teachers will be provided professional learning opportunities directly related to student learning needs as identified in the school report card and other sources; • provide staff with training in school violence prevention and intervention; and • provide professional learning to all professional and supplementary school staff who work with students with disabilities. (8) The plan has been reviewed and/or revised in accordance with the most current version of 100.2 (dd). The latest version of CR 100.2 (dd) can be found at: <http://www.emsc.nysed.gov/part100/pages/1002h.html>. (9)

The plan or the annual update to the plan was adopted at a public meeting by the Board of Education. _____

Print Name of Superintendent of Schools _____

Original Signature of Superintendent of Schools _____

Date _____



Canandaigua City School

District Safety Plan

2021-2022

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Canandaigua City School District Safety Plan

Mission Statement

Explore - Enrich - Empower

The Canandaigua City School District is dedicated to creating enriched, world-class educational experiences that engage all learners, foster meaningful exploration, and empower our school community to have their voices heard.

ORIGINAL COMMITTEE MEMBERS (2000-2001)

Linda Azzarella – Clerical, Elementary School	April Dawson – Member, Board of Education
Dan Ball – Canandaigua Police Department	Scott Goble – Director of Transportation
Cheryl Birx – President, CTA	Margie Greer – President, PTO
Mark Blazey – Student, Academy	Frank Kerwin – Asst. Superintendent for Business
Tammy Brand – Clerical, Middle School	Valerie Knoblauch – Pres., Board of Education
Brian Brinn – Teacher, Academy	Jessica Lemmon – Student, Middle School
Ed Button – Parent	Sue Litzelman – Parent
Diane Clark – Teacher, Middle School	Patrick McCarthy – Chief of Police
Mike Colacino – Canandaigua Police Department	Mary Phillips – Parent
Nick Cutri – Director of Facilities & Operations	Tom Poplasky – Teacher, Primary School
Mike Delfs – Student, Middle School	Nancy Ruscio – Asst. Superintendent for Instruction
David DiRaddo – Principal, Elementary School	Jim Simmons – Assistant Principal, Academy
Kathy Eagan – Teacher, Primary School	Judy Smith – Clerical, Academy
Bruce Edwards – Bus Driver	Paul Taeschner – Teacher, Academy
Lynne Erdle – Principal, Academy	Stephen J. Uebbing – Superintendent of Schools
Judy Evarts – Clerical, Primary School	Ralph Undercoffler – Principal, Middle School
Roger Gardner – Parent	Jon Winkler – Student, Academy
Eileen Gerace – Principal, Primary School	Nick Zappia – Student, Academy

COMMITTEE MEMBERS (as of 7-1-2021)

John Polimeni – Member, Board of Education	Brian Nolan – Asst. Spt. Pers. & Support Services
Leslie Mast – Parent Representative	Mary Casella – Nurse, Primary
Jill Cross – Nurse, Elementary	Marcia Jewell – Nurse, Academy
Lorraine Ryan – Nurse, Middle School	Kelly Smith – Nurse, Middle School
Kaylee Kelley – Teacher	Seth Clearman – Director of Transportation
Mike McClain – Dir. Facilities & Operations	Darrin Bartolotta – School Resource Officer
Vince Delforte – School Resource Officer	Ben Cramer – Fire Department
Frank Magnera – Fire Chief	Anne Ceddia – Middle School Asst. Principal
Eric Jordan – Academy Asst. Principal	Lindsay Lazenby – Pri-Elem Asst. Principal
Vernon Tenney – Dir Stu. & Admin. Services	

Original Public Hearing on May 21, 2001 at Academy Auditorium

A summary of the plan was adopted by Board of Education on June 21, 2001.

The Plan was submitted to the State Education Department on July 24, 2001.

The Plan was submitted to: New York State Police
Ontario County Sheriff
Canandaigua Police Department
BOCES

Updated Plan will be submitted to the above plus: Canandaigua Fire Department
New York State Troopers (Headquarters E)
Ontario County Office of Emergency Management

The plan was revised on October 2008

Revised on October 2012

Revised on September 2014

Revised on February 2016

Revised on May 1, 2017

Revised on June 26, 2018

Revised on July 9, 2019

Revised on May 7, 2020

Revised on January 25, 2021

Revised on May 6, 2021

Introduction

The purpose of this plan is to maximize the safety of every student, staff member and visitor of the Canandaigua City School District. This includes the District's campus, buildings, motor vehicle fleet and programs. In conjunction with the Building Emergency Response Plans it is intended to offer guidance and direction to District personnel in a variety of emergency situations.

School safety is the job of the entire school community. This effort requires leadership and coordination by school administration, and involvement and participation from all sectors of the school community. Planning, conducting drills and participating in exercises with law enforcement, fire, emergency officials and other members of the school community ensures a comprehensive, unified approach to school emergency response planning. Building relationships and community engagement are vital to building a safer school community.

Planning Assumptions and Limitations

Stating the planning assumptions allows the school to deviate from the plan if certain assumptions prove not to be true during operations. The School ERP is established under the following assumptions:

- The school community will continue to be exposed and subject to threats/hazards and vulnerabilities described in the Threat/Hazards Assessments Annex, as well as lesser threats/hazards that may develop in the future.
- A major disaster could occur at any time and at any place. In many cases dissemination of warning to the public and implementation of increased readiness measures may be possible; however, most emergency situations occur with little or no warning.
- A single site incident could occur at any time without warning and the employees of the school affected cannot and should not, wait for direction from local response agencies. Action is required immediately to save lives and protect school property.
- There may be a number of injuries of varying degrees of seriousness to faculty, staff, and/or students. Rapid and appropriate response can reduce the number and severity of injuries.
- Outside assistance from local fire, law enforcement and emergency services will be available in most serious incidents. Because it takes time to request and dispatch external assistance, it is essential for the school to be prepared to carry out the initial incident response until emergency responders arrive at the incident scene.
- Actions taken before an incident can stop or reduce incident-related losses.
- Maintaining the School ERP and providing frequent opportunities for training and exercising the plan for stakeholders (staff, students, parents/guardians, first responders, etc.) can improve the school's readiness to respond to incidents.

Dissemination

All staff will receive a copy of the Emergency Quick Reference Guide and/or Building Level Emergency Binder within the first three (3) days of the academic school year (or at time of hire) and will be trained in its application during the District Emergency Drill Day.

Parents can access the District Safety Plan on the District website at www.canandaiguaschools.org and a copy at the District Office.

The District Safety Plan will be shared with appropriate state and local agencies. All emergency incidents shall be reported to the Ontario County 911 center, which will dispatch necessary emergency agencies. Appropriate emergency response agencies assume control of a situation and/or scene as the situation dictates

Response Agency Access to Building and District Plans

Blueprints and schematics are available through the Director of Facilities & Operations. Large-print copies have been provided to County and Local Police, Fire Department and County Emergency Planning Agency. District Office administrators will have copies of all floor plans.

School Building Security Procedures

All entrances to the District buildings are locked during normal business hours. The building receptionist at each main entrance will greet persons entering, identify them, scan the visitor's identification into the Raptor system, have them sign in on a visitor's log and issue a visitor's pass. The receptionist then notifies the individual to be seen and directs the visitor to the correct location, as appropriate.

District staff and faculty are issued photo identification badges that provide entry to rooms and restrict entry to the buildings during other than normal hours. Photo identification is required to be worn at all times unless it interferes with teaching of students. Building principals will enforce this provision. Individuals found without a District identification badge or a visitor's badge will be asked for identification, questioned as to their purpose, and taken to the main office.

The District security system constantly monitors access to the facilities during other than normal hours and denies access to unauthorized individuals. Cameras located inside and outside of District buildings are recording daily. Assistant Superintendent for Personnel and Director of Facilities and Operations can lock down all inside and outside doors through the District security system. All Building Principals can lock down all inside and outside doors with badge access.

Prevention and Intervention Strategies

The primary components of District prevention strategies are as follows:

1. There exists a District and state-wide commitment to comprehensive character education stressing Civility, Accountability, Integrity, Compassion, Perseverance, and Healthy Living. According to the Dignity For All Students Act, or DASA, "it is the policy of the state to afford all students in public schools and environment free of discrimination and harassment." Decreasing and eliminating incidents of bullying or any behavior that is inconsistent with the school's educational mission is a major initiative of the District Character Education Committee.
2. Each Building Character Education Team, under the supervision of the principal, is charged with developing an initiative specifically aimed at identifying and reducing

bullying. Emphasis should be given to creating a school-community culture in which bullying is not tolerated.

3. Building-level specialists (counselors, school psychologists, prevention specialists, etc.) facilitate early identification of inappropriate behavior. There is a commitment to a parent/school partnership in all phases of school operations.
4. Safe Harbors of the Finger Lakes conducts personal safety lessons with UPK – 5 students.
5. The Academy and Middle School Peer Mediation Program is a process by which students who are having a problem meet together, with the aid of two trained student mediators, to attempt to resolve their conflict.
6. Anger Management programs at the Academy and Middle School have been established. Students who have had difficulty managing their anger may attend sessions to review triggers and reducers. This program is ongoing based on need.
7. Above the Influence is a program at the middle school. The goal is to help teens stand up to negative pressures, or influences, and to make healthy, positive choices.
8. Sources of Strength is a program at the Academy. It is a best practice youth suicide prevention project designed to harness the power of peer social networks to change unhealthy norms and culture, ultimately preventing suicide, bullying, and substance abuse.
9. GSA is a school club that meets under the guidance of a school advisor intended to provide a safe and supportive environment for lesbian, gay, bisexual, transgender and queer (LGBTQ) with the goal of educating students and staff of the District on all types of diversity with the hope of teaching tolerance for all differences and creating a safer school environment.
10. The Canandaigua City Fire Department conducts safety lessons at the Primary and Elementary School. General fire safety lessons are presented to the Primary Students and at home fire safety planning is presented to third grade students.
11. The District participates in the Safe School Helpline 1-800-4-1-VOICE ext. 359 (www.safeschoolhelpline.com), an anonymous tip line where students, parents, staff and faculty can anonymously report information to school administration. This service is reviewed with students and faculty during assemblies and staff meetings each year.
12. District-wide support services including family services, psychological service, and counseling services are available.
13. Training for select staff, in student conduct issues including de-escalation skills and procedural issues are conducted based on perceived need during Superintendent's Conference Days, monthly faculty/staff meetings, and through GCN (Global Compliance Network) online tutorials.

14. The District has a comprehensive drug, alcohol, and violence prevention program under the leadership of Prevention Specialists at the Academy and Middle School. These Prevention Specialist collaborates with community resources to reduce high-risk behaviors.
15. Behavior Intervention Team meets regularly to assess threats and concerning behaviors, review risk-relevant data and uses tools and protocols to assess and maintain line-of-sight on subjects of concern.

The primary components of the District intervention strategy are as follows:

1. Proactive, frequent parental contact.
2. Multiple referral options.
3. Progressive, reasonable consequences for violation of the school code.
4. Staff training in student intervention issues.
5. Appropriate administrative support levels.
6. Cooperative working relationships with outside agencies including the criminal justice system, social services, community agencies, BOCES and other Districts.
7. Cooperative working relationship with the health care community (Comprehensive Psychiatric Emergency Program, or C.P.E.P., local physicians).

Concept of Operations

The overall strategy of a School ERP is to execute effective and timely decisions and actions that prevent harm, protect lives and property, mitigate damages, restore order and aid recovery. This plan is based upon the concept that the incident management functions that must be performed by the school generally parallel some of their daily routine functions. To the extent possible, the same personnel and material resources used for daily activities will be employed during incidents. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the incident may be suspended. The personnel, equipment, and supplies that would typically be required from those routine functions will be redirected to accomplish assigned incident management tasks.

Implementation of the Incident Command System (ICS)

The Incident Command System (ICS) will be used to manage all incidents and major planned events/drills. The Incident Commander at the school will be delegated the authority to direct all incident activities within the school's jurisdiction. The Incident Commander will establish an Incident Command Post (ICP) and provide an assessment of the situation to the emergency responders, identify incident management resources required and direct the on-scene incident management activities from the ICP. If no Incident Commander is present at the onset of the incident, the most qualified individual will assume command until relieved by a more qualified Incident Commander. [8 NYCRR Section 155.17 \(e\)\(2\)\(v\)](#) requires a definition of a chain of command consistent with the Incident Command System.

Initial Response

School personnel are likely to be the first on the scene of an incident in a school setting. Staff and faculty are expected to respond as appropriate and notify the Principal, or designee until command is transferred to someone more qualified and/or to an emergency response agency with legal authority to assume responsibility (Police, Fire or EMS dependent upon the nature of the incident). Staff will seek guidance and direction from the school district and emergency responders.

Any staff person or faculty in a building that sees or is aware of an emergency shall activate the ERP.

Organization and Assignment of Responsibilities

This section establishes the operational organization that will be relied on to manage an incident and includes examples of the types of tasks that may be performed by different positions. The included titles and responsibilities are for illustrative purposes and should be edited to meet the needs of your school as necessary.

The Incident Commander is not able to manage all of the aspects associated with an incident without assistance. The school relies on other key school personnel to perform tasks that will ensure the safety of students and staff during a crisis or incident. The Incident Command System (ICS) uses a team approach to manage incidents. It is difficult to form a team while a crisis or incident is unfolding. Roles should be pre-assigned based on training and qualifications. Each staff member and volunteer must be familiar with his or her role and responsibilities before an incident occurs.

District-Wide Command

Incident Command – Personnel

1. Command Staff

1. Superintendent of Schools
2. Assistant Superintendent for Personnel and Support Services: Chief Emergency Officer
3. Director of Facilities & Operations
4. Director of Transportation
5. Director of Student and Administrative Services

When the District command staff have been notified that an emergency exists, they will activate the Plan and direct the operation from the Command Post.

The command staff will take FULL CONTROL in the event of an emergency and will direct the appropriate personnel to implement the emergency response. They will be in continual communication with the Superintendent to update the situation of the emergency.

The command staff will meet with local government and emergency service organization officials for advice and assistance in emergency situations that exceed the expertise and/or resources of the District. They will be prepared to turn over control to these outside agencies.

The command staff will submit post-emergency reports to the Board of Education.

The command staff will oversee and assure that there is an annual performance testing of the Emergency Management Plan.

2. Public Information Officer

Director of Communications and Advisement

In the event of a disaster, the Superintendent and those so designated by the Superintendent will be the only individuals authorized to communicate with the media. Where appropriate, parents and guardians will be notified via the media of any situation that requires a school building to be evacuated or otherwise closed. A Public Information Officer shall be designated by the Superintendent to provide assistance in compiling information about the disaster for release to the media.

Media access to the disaster scene can only be granted by the Superintendent or his/her designee.

Chain of Command Consistent with the National Incident Command System

Command staff shall establish a Command Post for each incident. The District shall work with other agencies to establish a Mobile Command Center.

- Command - District/Building: Superintendent of Schools/Designee
- Operations - District/Building: Director of Facilities & Operations
- Planning - Safety Team
- Logistics - Assistant Superintendent for Personnel & Support Services

District Command Post

During an emergency, the District will maintain a Command Post. If possible, this post will be at the site of the incident or if necessary at District Office. The Command Post should have available, complete and up-to-date maps of all District facilities. The Command Post should also have available:

- Material Safety Data Sheets for chemicals on site.
- Directories of all staff and students including names, addresses, contact names and phone numbers.
- Emergency health information on all staff who wish to provide such information. (Emergency information on staff should be annually reviewed for whom to notify in an emergency).
- The locations of any hazardous materials on site.

Building Command Post

Each building will designate a safe area (min. 300 square feet) in each building as a Command Post.

A properly equipped school bus may be provided as shelter for the Command Post.

The building principal will be stationed at the Command Post along with other critical building personnel as predetermined by the building principal, until the Superintendent arrives.

All attendance reports and communications will be received at this Command Post.

The Command Post should also have available:

- Material Safety Data Sheets for chemicals on site.
- Directories of all staff and students (incl. names, addresses, contact names and phone numbers).
- Emergency health information on all staff who wish to provide such information. (Emergency information on staff should be annually reviewed for whom to notify in an emergency).
- Locations of any hazardous materials on site.

In the event that the building is evacuated to another site, a Command Post is to be established at the new site as soon as possible.

Superintendent

The Superintendent (or their designee) will serve as the **Incident Commander** and designate a minimum of two qualified individuals to serve as alternates in the event that the Superintendent is unable to serve in that role. At all times, the Superintendent still retains the ultimate responsibility for the overall safety of students and staff.

Responsibilities include:

- Provide direction over all incident management actions based on procedures outlined in this ERP
- Take steps necessary to ensure the safety of students, staff and others
- Determine which emergency protocols to implement as described in the functional annexes of this ERP
- Coordinate/cooperate with emergency responders

Teachers / Substitute Teacher / Student Teachers

Teachers shall be responsible for the supervision of students and shall remain with students unless directed to do otherwise.

Responsibilities include:

- Supervise students under their charge
- Take steps to ensure the safety of students, staff, and other individuals.
- Take attendance when class relocates to an inside or outside designated area or to an evacuation site
- Report missing students to the appropriate Emergency Response Team Member
- Execute assignments as directed by the Incident Commander.
- Obtain first aid services for injured students from the school nurse or person trained in first aid. Arrange for first aid for those who are unable to be moved
- Render first aid or CPR if certified and deemed necessary

Teaching Assistants

Responsibilities include assisting teachers as directed and actions to ensure the safety of students.

Counselors, Social Workers & School Psychologists

Responsibilities include:

- Take steps to ensure the safety of students, staff and other individuals during the implementation of the ERP
- Provide appropriate direction to students as described in this ERP for the incident type
- Render first aid or CPR and/or psychological aid if trained to do so
- Assist in the transfer of students, staff and others when their safety is threatened by an emergency
- Administer counseling services as deemed necessary during or after an incident
- Execute assignments as directed by the Incident Commander

School Nurse/Health Assistant

Responsibilities include:

- Administer first aid or emergency treatment as needed
- Supervise administration of first aid by those trained to provide it
- Organize first aid, medical supplies and student health care plans
- Execute assignments as directed by the Incident Commander

Custodians/Maintenance Staff

Responsibilities include:

- Survey and report building damage to the Incident Commander
- Control main shutoff valves for gas, water, and electricity and ensure that no hazard results from broken or downed lines
- Provide damage control as needed
- Assist in the conservation, use and disbursement of supplies and equipment
- Control locks and physical security as directed by the Incident Commander
- Keep Incident Commander informed of the condition of the school
- Execute assignments as directed by the Incident Commander

Principal's Secretary/Office Secretaries

Responsibilities include:

- Answer phones and assist in receiving and providing consistent information to callers
- Provide for the safety of essential school records and documents
- Provide assistance to the Incident Commander/Principal
- Monitor radio emergency broadcasts
- Execute assignments as directed by the Incident Commander

Food Service/Cafeteria Workers

Responsibilities include:

- Prepare and serve food and water on a rationed basis whenever the feeding of students and staff becomes necessary during an incident
- Execute assignments as directed by the Incident Commander

Bus Drivers

Responsibilities include:

- Supervise the care of students if disaster occurs while students are on the bus
- Transfer students to new location when directed
- Execute assignments as directed by the Incident Commander

Other Staff

Responsibilities include:

- Execute assignments as directed by the Incident Commander

Students

Responsibilities include:

- Cooperate during emergency drills, exercises and during an incident
- Follow directions given by facility and staff.
- Know student emergency actions and assist fellow students in an incident
- Report situations of concern (e.g. “If you see something, say something.”)
- Develop an awareness of the high priority threats/hazards and how to take measures to protect against and mitigate those threats/hazards

Parents/Guardians

Responsibilities include:

- Encourage and support school safety, violence prevention and incident preparedness programs within the school
- Participate in volunteer service projects for promoting school incident preparedness
- Provide the school with requested information concerning the incident, early/late dismissals and other related release information
- Listen to and follow directions as provided by the School District.

School Monitors

The school monitor assists school staff members in supervising students. Their duties include:

- Assisting teachers in supervising students during recreation, lunch periods, class periods, study halls and on the school bus.
- Assisting bus drivers in loading, transporting, and unloading disabled students.
- Guiding students safely across streets and intersections.
- Maintaining order in gymnasiums, locker rooms, and swimming pools.
- Overseeing students passing between classes and on premises before and after school.
- Helping students in lower grades with wearing apparel.
- May perform clerical duties under supervision.
- Working cooperatively with school personnel, students, and the community.

- Carrying out other assigned duties and/or responsibilities which may be deemed appropriate by the Superintendent of Schools (or designee) and the Board of Education.

School Safety Personnel

The School Resource Officer (SRO) is a sworn Police Officer charged with developing a strong, supportive relationship between students, faculty, and law enforcement in order to deter criminal behavior and maintain a safe learning environment.

Day-to-day responsibilities:

- The SRO shall act as educator, counselor, and police officer.
- The SRO shall coordinate all his/her activities with the principal and will seek advice, guidance, and permission from the school administration prior to enacting any program within the school.
- When appropriate and authorized by the Police Supervisor, the SRO may keep the school Principal and Superintendent of School informed of the nature of an investigation of any alleged criminal activities involving students, employees, teachers, or third parties that have allegedly occurred on school grounds.

Training

The Police Department shall provide the necessary training considered by the Police Department as needed to maintain the skills and knowledge of the SRO in his capacity as a Police Officer. Scheduling of training and/or conferences during the school year shall be coordinated between the school administration and the police supervisor prior to attendance by the SRO at training.

The position of School Resource Officer is the result of the Municipal Cooperation Agreement between the city of Canandaigua and the Canandaigua City School District.

Procedures for Annual Safety Training for Staff and Students

The district understands the importance of training, drills, and exercises in being prepared to deal with an incident. To ensure that school personnel and community responders are aware of their responsibilities under the School ERP, the following training and exercise actions should occur.

Training

All school staff, students, and others deemed appropriate by the school should receive training during the school year to better prepare them for an incident.

- Roles and Responsibilities – Deliver at start of school year
- Annual training
 - Review ERP with staff
 - Conduct full staff briefings on roles to perform during an emergency
 - Ensure all staff have been briefed in the communications and notifications requirements set forth in the ERP
 - Conduct student briefings on roles they perform during an emergency

Drills & Exercises

At a minimum, the school will conduct the following exercises/drills annually:

- 4 – Lockdown Drill – All Announced
- 8 – Evacuation/Fire Drills – All Announced

Bus drivers are scheduled to speak in every Primary and Elementary School classroom concerning safety and proper conduct procedures for the students on the buses.

“Tabletop Disaster Drills” will be conducted with State, County and Local emergency response agencies. These drills may involve a thorough critique of the entire District Safety Plan as well as planned responses by emergency response agencies. In addition, a review of potential emergency sites will be conducted throughout the year involving the District and the community. Upon completion of the drill, a review of the exercise will be conducted. Revisions to Building and District Emergency Plans will be completed as needed.

Building Health and Safety Committees will conduct an annual review of their Building Safety Procedures. In addition, they will evaluate building security and access procedures. Policies and procedures will be reviewed with receptionists at each facility annually.

District Health and Safety Committee will conduct an annual review of the District Safety Procedures. In addition, they will evaluate District-wide building security and access procedures.

District-wide AED training drills will be completed for each building twice a year (October and February). In addition, training sessions for basic certification in CPR and AED’s will be scheduled throughout the school year. Bi-annual (2 year) re-certifications will be scheduled as required.

Special Training Procedures Regarding Bus Transportation

A school bus driver’s first priority is the safety of the children on the bus. In the event a school bus driver requires assistance, he/she should request assistance through the bus radio and move to the side of the road in a safe and expeditious manner. In the event of a fight on the bus, the driver should pull safely off the road, secure the vehicle, radio for assistance and then direct the participants of the fight to immediately desist. The driver is not to take unreasonable risks of injury or to expose the other children on the bus to injury.

Bus drivers conduct evacuation drills three (3) times during the school year, the first being held in the first week of school. The reason and importance of the drills are explained to the students at the beginning of each drill.

Together with the teacher, drivers conduct in-classroom sessions for grades K through 5 focusing on proper bus behavior, making good decisions, showing respect for the bus driver and other students, proper procedures for entering and exiting the bus, and crossing the road at school and at home. These sessions are conducted twice during the year.

Bus drivers are required to attend a two-hour refresher course twice during the year covering a variety of topics such as: bullying, dealing with unruly students, teaching respect and healthy lifestyles, administering first aid and CPR, and handling emergency procedures.

Procedures for Review and Conduct of Drills to Test Components of the Plan

Each year, the District will conduct at least one (1) test of the emergency response procedures for each student-occupied facility. Each year a review, involving emergency response agencies, will be conducted to evaluate the various aspects of the District Emergency Plan and emergency procedures outlined therein. All tests will be conducted in cooperation with local and county emergency management officials to the extent possible. A review of potential emergencies and the response by the emergency agencies, with emphasis on existing and potential hazards that affect the entire school District, will be conducted. The review will include the District and Building Emergency Response Teams, Fire Dept, Ambulance Corps, City Police, Sheriff's Department, State Police, State, County and Municipal Highway Departments. Potential emergency sites for review each year include:

School Facilities:

District Office, 143 North Pearl Street, Canandaigua, NY
Operations Center, 5500 Airport Road, Canandaigua, NY
School Facilities & Operations, 239 North Pearl Street, Canandaigua, NY
Academy, 435 East Street, Canandaigua, NY
Middle School, 215 Granger Street, Canandaigua, NY
Primary/Elementary School, 96 West Gibson Street, Canandaigua, NY
Academic and Career Center, 5262 Parkside Drive, Canandaigua, NY
Off Site Suspension/LTS/Tutoring, 400 Fort Hill Ave. Building 18. Access via East St.
Evans Field, Fort Hill Avenue, Canandaigua, NY

Outside Facilities:

PACTIV, North Road, Canandaigua, NY – Storage of plastic goods and user of Haz/Mat
Finger Lakes Railroad, East North Street, Geneva, NY – Runs through school property
Rt-332 Corridor – Main North/South artery for Commercial Vehicle Traffic into Canandaigua
Canandaigua Winery, Buffalo Street, Canandaigua, NY – Potential for chemical spills
Ontario County Correctional Facility, 3024 County Complex Drive, Hopewell, NY – Possible escapees
City of Canandaigua Water Treatment Facility, Saltonstall Street, Canandaigua, NY – Chemicals
Canandaigua Airport, 2450 Brickyard Road, Canandaigua, NY – Airplane related incidents.

Hiring/Screening Process for School Employees

Unless otherwise authorized in accordance with law and regulation, the District shall not employ or utilize a prospective school employee, as defined below, unless such prospective school employee has been granted a "full" clearance for employment by the State Education Department (SED). The District shall require a prospective school employee who is not in the SED criminal history file to be fingerprinted for purposes of a criminal history record check by authorized personnel of the designated fingerprinting entity. For purposes of this provision of law, the term "criminal history record" shall mean a record of all convictions of crimes and any pending criminal charges maintained on an individual by the Division of Criminal Justice Services (DCJS) and the Federal Bureau of Investigation (FBI).

Prior to initiating the fingerprinting process, the District shall furnish the applicant with written notice on a form prepared by the Commissioner of Education addressing the fingerprinting requirements and the applicant's right to obtain, review and seek correction of his/her criminal history information. Additionally, where the prospective school employee is not already in the SED criminal history file, the District shall obtain the signed, informed consent of the applicant to perform the criminal history check. Every set of fingerprints taken shall be promptly submitted to the Commissioner of Education for purposes of clearance for employment.

Where the prospective District employee is already in the SED criminal history file, the District shall request the clearance for employment on forms or an equivalent manner prescribed by SED. Furthermore, the District shall notify SED, in a manner prescribed by the Department, of a prospective school employee who has commenced employment with or began providing services for the District, the date of the commencement of such employment or service, and the position held by such individual. Similarly, the District shall notify SED, in a manner prescribed by the Department, of a fingerprinted employee who has been separated from employment with the District or ceased providing services for the School District, and the date of such separation from employment or cessation of services. All criminal history records processed by DCJS and the FBI and sent to the Commissioner of Education are confidential. The records may not be published or in any way disclosed to persons other than the Commissioner unless otherwise authorized by law.

Unless otherwise exempted pursuant to law, the applicant shall be responsible for the payment of fees to SED for a criminal history record check. However, if approved by Board resolution, the District may authorize the payment of such fees on behalf of prospective employees. The Board is also authorized to waive the payment of such fees in cases of unreasonable financial hardship to the applicant or his/her family. If the Board decides to waive payment of the fees for the prospective employee, payment of the fees becomes the District's responsibility.

Who Must Be Fingerprinted

All "prospective school employees" of the District must be fingerprinted. For purposes of this policy and the applicable provisions in law and Commissioner's Regulations, "prospective school employee" shall mean any individual who will reasonably be expected by the District to provide services which involve direct contact, meaning in person, face-to-face communication or interaction, with students under the age of twenty-one (21) and who is either:

- Seeking a compensated position with the District and is not currently employed by the District or a student enrolled in the instructional program of a grade level in the School District; or
- An employee of a provider of contracted services to the District who is to be placed within the District; or
- A worker who is to be placed within the District under a public assistance employment program pursuant to Title 9-B of Article 5 of the Social Services Law, directly or through contract; or
- Any individual who is employed by or associated with a supplemental educational services provider and who will provide supplemental educational services through direct contact with eligible children, regardless of the location in which such services are delivered.

Individuals Who Are Specifically Excluded

Individuals excluded from a criminal history record check/fingerprinting pursuant to this provision of law and regulation are those individuals who:

- Are seeking a position as a school bus driver or monitor and are cleared for employment pursuant to the Vehicle and Traffic Law; or
- Have provided services to the District in the previous school year either in a compensated position, or as an employee of a provider of contracted services to the District, or as a worker placed within the School District under a public assistance employment program pursuant to Title 9-B of Article 5 of the Social Services Law directly or through contract; or
- Will reasonably be expected by the District to provide services for the District on no more than five (5) days in the school year in which services are to be performed, provided that the District provides in-person supervision of such individual by one (1) or more employees of the District while that individual is providing such services. Individuals providing such time-limited and supervised services may include but shall not be limited to artists, guest lecturers and speakers, and sports officials.

Any prospective employee who previously has been fingerprinted in order to obtain certification, and whose fingerprints remain on file with the Division of Criminal Justice Services (DCJS), will not be required to be fingerprinted again for purposes of a criminal history record check.

Removal from the SED Criminal History File

Where individuals have been separated from employment at the School District and have not become employed in this District or another school district, BOCES or charter school within twelve (12) months of such separation, SED shall notify DCJS of such separation for the purpose of destroying the fingerprints of that individual. Further, upon request of such individual, SED shall notify DCJS prior to the expiration of such twelve-month period for the purpose of destroying his/her fingerprints. Such individuals shall be removed from the SED criminal history file.

Emergency Procedures

All staff members are required to notify the building administrator of any violent incident. The building administrator will determine the seriousness of the situation and contact SRO/law enforcement immediately if the situation warrants. However, in an emergency, any staff member may call 911.

Prior to the arrival of law enforcement representatives, the building administrator will make every effort to **restrict access to the crime scene** in order to preserve evidence. Upon arrival of law enforcement officials, they will take over this responsibility with the full support of the building administrator.

The chain of command call list will be utilized in order to inform all educational agencies of a substantial emergent situation.

CALL LIST:

1. Superintendent	396-3710
2. Director of Transportation	396-3741
3. Asst. Supt. of Personnel & Support Services	396-3722
4. Asst. Supt. of Instruction	396-3715
5. Asst. Supt. of Business	396-3732
6. Director of Communication and Advisement	396-3714
7. Building Principal: Primary	396-3953
8. Building Principal; Elementary	396-3904
9. Building Principal: Middle	396-3856
10. Building Principal: Academy	396-3805
11. Director of CACC	396-3739
12. Director of Facilities and Operations	396-3745
13. Director of Athletics	396-3826
14. Vince Delforte, CA School Resource Officer	396-3966
15. Darrin Bartolotta, MS School Resource Officer	396-3875
16. Director of Student and Administrative Services	396-3997

Procedures for Disseminating Information Regarding Early Detection of Potentially Violent Behavior

1. Building Emergency Response Teams, Post Incident Response Teams, and Behavior Intervention Team will be introduced at the first faculty meeting of each year. Current procedures for referring students will be outlined.
2. Building counselors shall establish referral procedures.
3. All students shall be encouraged to “tell an adult” about any potential act of violence.
4. Students will be encouraged to utilize the Safe Schools Help Line:
1-800-4-1-VOICE ext. 359
1-800-418-6423 ext. 359
www.safeschoolhelpline.com

Responding to Implied or Direct Threats by Students, Staff, and Visitors

All threats of violence against any person or property are considered serious. Such threats shall be immediately reported to a supervisor or administrator, who shall immediately contact the SRO who will lead an investigation. The very act of a threat shall be cause for discipline against a student or staff member and immediate removal of a visitor. All threats of violence will be reviewed by the Behavior Intervention Team. Violators will be subject to criminal prosecution upon consultation with District administrators, police investigators, and the District Attorney's office.

A threat of imminent violence will result in immediate removal from school facilities. Assistance from law enforcement officials may be sought.

Responding to Acts of Violence

1. Student Fights

The staff member discovering a fight therefore should:

- Order the students to cease and desist.
- Immediately report the fight to the office by telephone, school radio, or, if necessary, send a student to report the incident.
- Assess any personal risk.
- Refrain from personal involvement until a preponderance of force reduces personal risk.
- Defer to administrators/supervisors and assist in crowd control.

Police Involvement

If a staff member believes a student fight poses a serious, imminent risk, and staff or administration cannot control it, **a staff member should call 911.**

Administrative Involvement

Upon arrival at the scene, the building administrator shall take control of a situation unless police are present. The building administrator shall attempt to end the fight and move the participants to another area. If personal involvement is required, the building administrator shall attempt to amass a preponderance of force to handle the situation.

2. Weapons

As per the District weapon policy, no student, staff member or visitor is to be in possession of any weapon at any time on school grounds, in school buildings, or at school events unless there is a clear and specific educational purpose and that purpose has been approved by a school principal.

When Confronted with an Armed Person

- Try to stay calm.
- If safely possible, leave the area with your students or barricade in a safe location.
- In the event of a firearm, try to safely place as much distance as possible between you and the individual.
- Immediately call 911, notify the office and seek assistance.

Administrative Responsibility

- In all cases of students, staff or visitors brandishing or suspected of having a weapon, SRO/police will be called.
- The individual will be closely observed until police arrive.
- At the decision of an administrator, any time there is reasonable suspicion that a student is in possession of any weapon, the administrator may implement search procedures. A search should be carried out with two or three other same-sex adults. The search may include a pat down of the student's person and backpack as well as a locker search. If the student is non-cooperative with the search, SRO/police will be called. In case of a suspected firearm, SRO/police will be called first.
- In all cases involving weapons, the Superintendent of Schools will be notified.
- When necessary, lockdown procedures will be implemented.

Acts of Violence by Others

An act of violence by a non-student or any visitor to the school District will always be immediately reported to police authorities. All other guidelines in this plan shall pertain.

Post-Incident Responsibility for ALL acts of Violence

After any violent incident, appropriate disciplinary measures shall be enforced by the building administration. In all cases, parents shall be informed. SRO/Police will be informed regarding any serious issue of violence or any time the incident constitutes a crime under the NYS Penal Law or any time a student or parent requests that police be informed.

1. Contacting Parents Regarding Violent Incidents

For incidents involving one or more students, the building administrator shall notify the parents of all students involved as soon as possible regarding the details of the incident. Whenever the safety of the general student population has been jeopardized or is in future jeopardy, all parents will be notified of the circumstances of the incident as soon as possible.

2. Obtaining Written Statements

Administrators or the police investigators may take statements and supporting depositions, in written form, if deemed necessary. When juveniles, who are under the age of 16, are being questioned by the police on school property, parents and/or school officials must be present. In all incidents, parents must be notified of the involvement of the police department.

3. School Resource Officer Office

The School Resource Officer office is considered an officially designated space for police business.

Internal Communication Systems

Description of Internal Communication System

Each building shall ensure clear communication for all emergency actions. Communication standards and procedures shall be reviewed annually.

Buildings shall access telephones, cellular phones, and two-way radios as appropriate.

Emergency Response Team

The Emergency Response Team for the District shall be:

Superintendent of Schools

Chief of Police

County Emergency Management

Fire Chief

Assistant Super. of Personnel & Support Services: Chief Emergency Officer

Assistant Superintendent for Business

Assistant Superintendent for Instruction

Director of Communication and Advisement

Director of Facilities & Operations

Director of Special Programs

Director of Student and Administrative Services

Director of Transportation

All Principals

Principals will form Building Emergency Response Teams for each building.

Post-Incident Response Teams (PIRT)

The PIRT shall include counselors, representatives from local agencies and the community at the direction of the Superintendent or designee.

External Communication Systems

In the event of a pending emergency, the following means of communication may be used in order to disseminate pertinent information:

- Telephone, fax, e-mail, local media, NOAA weather radio, Emergency Alert System (EAS), Parent Square/Braves Square School Messenger Service, District website.

Evacuation Procedures, Sheltering Sites, Medical Assistance, Transportation Arrangements, Emergency Notification to Parents in response to a “Serious Violent Incident”

Each building shall establish individual evacuation and sheltering procedures. See Building Emergency Preparedness Plan.

1. Emergency notification and health information will be moved to evacuation sites.
2. Medical assistance shall be coordinated through the F.F. Thompson Health System. Building nurses shall be the medical liaison for each building.
3. Parents shall receive information regarding official designated radio and television stations for emergency information as well as the County Emergency 911 center. The Director of Advisement and Communications will notify the Media (listed below) of any information as may be necessary to keep parents updated as to locations of students, pick up instructions, or other relevant information.

WHAM - 1180 AM	WHAM - Channel 13 TV
WCGR - 1550 AM	WHEC - Channel 10 TV
WYLF - 850 AM	WROC - Channel 8 TV
WGVA - 1240 AM	Spectrum News - Cable Channel 14
WARM - 101.3 FM	WPXY - 97.9 FM
WCMF - 96.5 FM	ZONE - 94.1 FM
Daily Messenger	Democrat and Chronicle

4. Director of Advisement and Communications will update the District’s website with any pertinent and available information as soon as possible.
5. Parent Square (Braves Square) will be used to contact Parents, Staff and Students as soon as possible.

Closing School – Go Home Early

The implementation of a Go Home Early Plan is imperative when a situation requires the District to return students to their homes and families as quickly as possible. An example of a condition that might require this plan to be implemented would be an impending blizzard, making it extremely hazardous to transport students’ home at their normal time.

Go Home Early Plans for all school District buildings can be found in the site-specific school building "Emergency Management/Disaster Plans"

School Cancellation

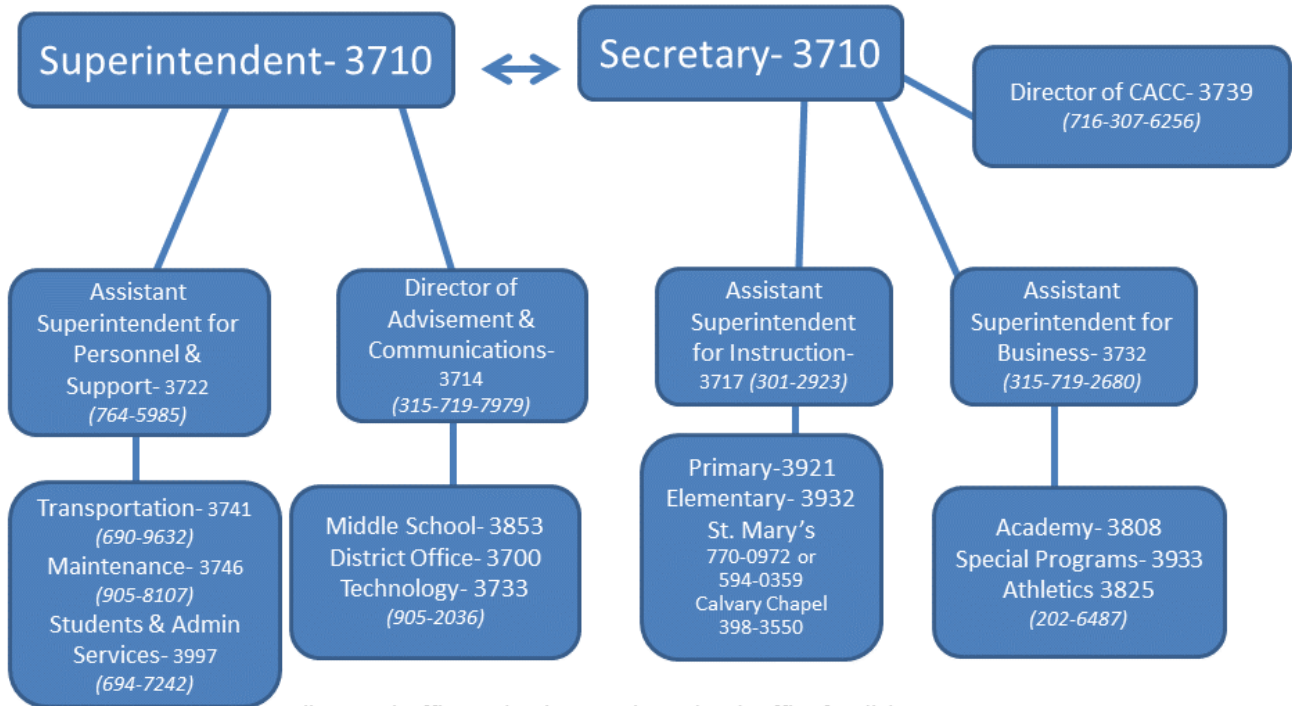
In the event that an emergency incident requires school cancellation, students, staff, and parents will be contacted using the Braves Square, e-mail, and the Canandaigua City School District website.

OTHER SPECIFIC SITUATIONS

The School Building Emergency Response Plan will be followed in the event of any of the below situations:

- Airplane Crash
- Building Structural Failure
- Civil Disturbance
- Fire Alarm System Activation
- Heating System Failure
- Loss of Building
- Loss of Power/Electricity
- Roof Failure/Leak
- Sewage System Failure

Emergency Communication from Central Office



All Central Office gather in Superintendent's office for disbursement

Updated: March 11, 2021

Psychological Response to a Disaster

At the appropriate time following a disaster, the Building Post Incident Response Team will determine what role the mental health system could play in the response to the incident.

Timely crisis intervention and stress management is essential to help prevent stress related problems for staff and students later.

Persons to be Notified:

<u>School Psychologists in each building</u>	
Primary	396-3937
Elementary	396-3913
Middle School	396-3857
Academy	396-3928
Academy	396-3911
CACC	396-3729
Director of Stud. & Admin. Services	396-3997
<u>Employee Assistance Program (EAP)</u>	800-225-2527

Post Incident Response Teams

<i>Primary-Elementary School</i>	<u>Work</u>
Brian Amesbury	396-3904
Heidi Robb	396-3905
Lindsay Lazenby	396-3935
Emily Bonadonna	396-3953
Stephanie Knapp	396-3934
Chris Paige	396-3905
Amy Wade	396-3947
Deanna Dramer	396-3876
Denise Shimmon	396-3998
Katie Mancuso	396-3945
Shauna Karley	396-3912
Lynn Pierce-Morey	396-3848
Kathleen Bremer	396-5703
Mary Casella	396-3940
Jill Cross	396-3910
Lynnette Jones	396-3940
Jacqui Tessina	396-3910
<i>Middle School</i>	<u>Work</u>
John Arthur	396-3856
Anne Ceddia	396-3855
Peter Jensen	396-3882
Maureen Houlihan	396-3883
Michelle Jones	396-3872

Lorraine Ryan	396-3860
Kelly Smith	396-3860
Lisa Kay	396-3857
Cassie Mauro	396-3854
Victoria Gashlin	396-3865
James Brenchley	396-3929
Cindy Vanderlee	396-3859

<i>Academy</i>	<u>Work</u>
Marissa Logue	396-3805
Cary Burke	396-3803
Eric Jordan	396-3803
Rachael Schading	396-3803
Mike Prusinowski	396-3841
Lisa Rounds	396-3810
Kristen Kelly	396-3810
Chris Gietler	396-3810
Leanne Ducharme	396-3810
Mandy Dedrick-Gerstner	396-3928
Kristin Smith	396-3810
Amy Principato	396-3911
Joni Mergenthaler	396-3919
Cindy Vanderlee	396-3859
Mary Green	396-3820
Marcia Jewell	396-3820

Canandaigua Academic and Career Center

Katie McFarland	396-3739
Heather Pawlak	396-3892
James Brenchley	396-3929

District Team Administrative Cabinet

Jamie Farr	396-3710
Brian Nolan	396-3722
Matt Schrage	396-3717
Matt Fitch	396-3732
Seth Clearman	396-3741
Mike McClain	396-3746
Dan Bowman	396-3773
Caroline Chapman	396-3714
Debbie Sundlov	396-3710
Vernon Tenney	396-3997

Protocols for Responding to Emergencies

1. Active Shooter and Violent Threat

Building occupants will vacate the halls into the nearest room and either barricade the door or move to a safer area, possibly evacuating the building if it is deemed safer to do so.

Document and attend to any injuries as well as possible. Do not answer or communicate through your locked door. Do not answer a classroom telephone. Do not respond to a Fire Alarm unless imminent signs of fire are observed. Do not talk within your secured area except only as absolutely necessary. Do not attempt to respond to the intercom or other announcements. Take attendance—include additions. Missing students' last known locations should be noted.

Cell phones and personal electronic devices should not be used.

LOCKDOWN WILL END ONLY WHEN YOU ARE PHYSICALLY RELEASED FROM YOUR ROOM BY EMERGENCY RESPONDERS.

2. Bomb Threat

In the event of a bomb threat, schools will contact law enforcement agencies for their assistance. Practiced procedures will be put in to action to alert and protect students and staff.

Any District employee receiving information about a bomb threat - by way of telephone, e-mail, social media, written note, or through observing a suspicious object, must proceed as if the threat were real and immediately notify the building administrator(s) and/or SRO.

The potential risk of the threat will be evaluated and determine the credibility of the threat and proceed to implement the District Safety Plan as required.

Precautionary measures are outlined below to keep school personnel and students from undue exposure to danger. Efforts should be made to remain calm to keep students and staff safe.

Individual(s) receiving bomb threats should notify the Incident Commander as soon as possible. Appropriate announcements shall be made and the incident Commander shall implement the procedures specified in this annex.

Actions of Individual Receiving Bomb Threat

- Immediately notify the Incident Commander.
- Keep handling of written threats to a minimum, it may be used as evidence in a criminal investigation and may be processed for fingerprints or DNA.
- A written threat on a wall, mirror, bathroom stall, etc. should not be removed until law enforcement authorizes.
- The NYSP Bomb Threat Instruction Card is available on each computer desktop.

Staff Actions

- Implement the appropriate response procedures to keep students safe.
- Contact SRO and/or dial 911. When police arrive, they assume control and decision making.
 - Establish a Building Command Post in a safe location.
 - Activate the District Command Post.
- Police may enlist the assistance of school staff who are familiar with the building and can recognize objects that do not belong or are out of place.
- Do not touch or handle any suspicious object, bag or container.
- When safe to do so and instructed by the Incident Commander implement Accounting for All Persons and Reunification Annexes.

Incident Commander Actions

- Notify law enforcement, provide threat details.
- Determine what procedures should be activated depending on the nature of the threat.
- Issue instructions, e.g. shelter-in-place or evacuation depending on the situation.
- Coordinate with emergency responders at the command post; provide a site map and keys.
- Be available to deal with the media and bystanders and keep site clear of visitors.
- Determine whether school will be closed or remain open.

In all emergent situations, specific procedures included in the Building-level Emergency Response Plans will be initiated.

3. Fire

An alarm system will be activated or **911** will be called. Activate call list.

ALL building occupants are to evacuate immediately and go to designated areas.

Close interior doors and all windows to provide firebreaks.

The Fire Department assumes control of the building upon their arrival on the scene. Control remains with the fire department emergency personnel until such time as they return control to the District.

Follow Practiced Evacuation Procedures:

1. Establish a building Command Post in a safe location away from the building
2. Activate the Command Post
3. Take attendance and report to the Command Post.
4. Wait for further directions from the Command Post.

Upon notification from the Command Post, activities will resume, be curtailed, or cease for the day.

4. Custodial Interference/Missing Student/Kidnapping

During school hours, when a student has already been documented as present, but is now missing the following protocol is to be followed:

1. The first person aware of a missing student will immediately notify the building administrator's office.
2. The office will do an all-call on the walkie-talkies to look for student.
3. The office will call over the PA system
4. If student is still not found, the police and Superintendent will be contacted
5. The office staff will print student information with photograph from Infinite Campus
 - a. Questions to review:
 - i. Determine if any friends are also missing, student's means of transportation to school.
 - ii. Access cameras to find the last known location of student, print a photo to show police clothing, attire
6. Parent/guardian will be notified
7. The building administrator will turn over the investigation to the police upon arrival and assist as requested.
8. Parents will be notified immediately if the student is located. Parents should be asked to contact the school if the student is located.

After school hours, when a student has not arrived at home, the school may be notified by a concerned parent/guardian.

1. Advise parent/guardian to contact friends and call student cell phone if available.
2. Gather any information available on the student and their departure from school.
3. Advise parent/guardian to contact police. Building administration should also contact police.
4. Ask parent/guardian to re-contact school if student is located.

Off Campus – during field trips, extracurricular activities, sporting events, etc.

1. The first person aware of a missing student will immediately notify the building administrator or chaperone in charge of the trip.
2. If school transportation was used, the transportation office is to be called or the bus driver notified. The Transportation Office will do an "ALL CALL" using the transportation radio system to determine if the student is on any bus.
3. If student is still not found, the police and Superintendent will be contacted
4. The office staff will print student information with photograph from Infinite Campus. This will be shared with staff at the off-campus event and with police.
5. Parent/guardian will be notified
6. The building administrator will turn over the investigation to the police upon arrival and assist as requested.
7. Parents will be notified immediately if the student is located. Parents should be asked to contact the school if the student is located.

5. Intruder on Premises

Procedures to Follow

Establish a Building Command Post in a safe location.

Determine if evacuation, hold in place, lockdown or lockout is necessary.

Activate the District Command Post.

Activate call list. Principal will determine the following before acting:

- Does the intruder appear armed?
- Is it safe to approach the intruder?

Principal will notify the building occupants of evacuation, hold in place, lockdown or lockout using the intercom system.

If the intruder appears to be unarmed, the principal may choose to speak to the intruder and ask him to leave. The intruder should be escorted off the premises.

If the intruder refuses to leave or appears to be armed, maintain camera surveillance and summon the SRO/police. **An intruder with a weapon, or one who refuses to leave the premises, has broken the law; the SRO/police will be notified even if the intruder leaves when requested.**

The principal and or police will clear the emergency when appropriate.

6. Hostage Taking

Procedures to Follow

The first person aware of the situation will immediately notify the building administrator and call 911.

The building administrator or designee will issue an appropriate alert (such as a lockdown) if necessary and isolate the area.

The building administrator or designee will notify the Superintendent.

The building administrator or designee will turn over authority to the police upon their arrival and assist as requested.

7. On-Site Chemical/Toxic Spill

Procedures to Follow

Establish a Building Command Post in a safe location upwind from the building.

Activate the District Command Post.

Activate call list.

The principal will notify building occupants of an emergency, using the intercom system.

The building will be evacuated using practiced procedures, avoiding the area of the spill.

The emergency will be turned over to the appropriate agency or HAZ-MAT team.

Upon direction from the Command Post, the building will resume, curtail or cease operations for the day.

8. Off-Site Chemical/Toxic Spill

Procedures to Follow

Ontario County Emergency Management or the City of Canandaigua will notify the District when an emergency exists.

All District personnel will follow the directions of the Ontario County Disaster Coordinator or the City Disaster Coordinator.

The Superintendent/Designee will activate call list and direct the actions to be taken.

The emergency can only be declared over by either the Ontario County Emergency Management Office or the City Emergency Operating Center.

The Superintendent/Designee will notify the staff of the termination of the emergency.

9. Severe Weather

Procedures to Follow

Establish a Building Command Post.

Activate the District Command Post.

Activate call list.

The National Weather Service in Buffalo will notify the District. Notification may also be received from the District's emergency radio resources, Ontario County Emergency Management Office, City Emergency Operating Center, American Red Cross, or BOCES. All are to be considered reliable weather information sources.

The Superintendent/Designee will notify the appropriate staff of the emergency and direct the action to be taken.

If severe weather necessitates early dismissal, the Superintendent will direct the Assistant Superintendent for Personnel & Support Services to call the designated radio and TV stations with the appropriate announcement. In the absence of the Superintendent, the Assistant Superintendent for Business will assume this responsibility.

If the weather forecast is for high winds, then the Principal should announce an emergency to initiate a high winds response. Building occupants will be directed away from windows, out of gyms and cafeterias and off the playing fields.

Following termination of the emergency, the District may resume, curtail or cease operations for the day.

10. Earthquake

Procedures to Follow

Establish a building Command Post.

Activate the District Command Post.

Activate call list. Buildings should be evacuated using the fire alarm.

Structural collapse will cause the building to be evacuated. Do not assume that everyone has heard the alarm and has evacuated. Such collapse could cause an interruption in communications. Verbal commands should be shouted from a safe location.

The Superintendent, along with emergency personnel, will determine if the building is safe to re-enter.

Upon directions from the Command Post, the building will resume, curtail or cease operations for the day.

Building occupants may need to be sheltered at another site until the emergency is declared over.

Structural collapse warrants an investigation by a structural engineer.

Buildings are inspected annually for structural weakness. This inspection is merely visual and cannot determine accurately the integrity of internal structures.

11. Fuel Spill

Procedures to Follow

Establish a building Command Post in a safe location.

Activate the District Command Post.

First person on the scene will activate call list.

District personnel will use absorbents as a first response to contain the spill.

The DEC will be notified and the District will follow the agency's directions:

Department of Environmental Conservation	226-2466 (Avon Headquarters-days)
	1-607-324-4504 (nights)
	1-800-457-7362 (Hot Line)

Only emergency personnel on the scene will terminate the emergency.

12. Natural Gas Leak

Procedures to Follow

Establish a Building Command Post in a safe location.

Activate the District Command post.

First person on the scene will report the leak to the building principal. NYSEG will be notified and the District will follow the company's directions.

The building will be evacuated using the public address system.

Upon direction from the Command Post, the building may resume, curtail or cease operations for the day.

13. Explosion

Procedures to Follow

Establish a Building Command Post in a safe location.

Activate the District Command Post.

The building will be evacuated using the fire alarm and the call list activated. An explosion could interrupt the communications system. Do not assume that all have heard the alarm. Verbal commands should be called out from a safe distance.

The District will follow the directions of the Fire Chief.

The emergency will be declared over by the emergency personnel on site.

Upon direction from the Command Post, the building will resume, curtail or cease operations for the day.

14. Electrical Outage

Procedures to Follow

Establish a Building Command Post.

Activate the District Command Post.

The Principal will be notified of the outage.

The Principal will call RG&E to report the trouble.

RG&E Phone Numbers: 546-1100 (Sundays & Holidays: 724-8916) & 1-800-743-1701

The Superintendent/Designee will declare an emergency if necessary. An emergency exists when the duration of the outage will endanger the welfare of the building occupants.

Upon notification from the Command Post, the building will resume, curtail or cease operations for the day.

15. Bus Accident/Severe Incident

Procedures to Follow

Driver is to notify transportation if able to do so. Transportation will activate call list.

Driver or Transportation should call 911. Be specific as to the location of the incident.

Establish a Command Post at the location of the accident.

Activate the District Command Post.

Superintendent/Designee will maintain Command Post at the Administrative Center. Director of Transportation and others appropriate to the situation are to respond to the scene unless requested to remain at Command Post by the Superintendent.

Public Information Officer shall be alerted to stand by.

Emergency personnel at the scene will handle other calls (Ambulance, Fire Dept., DEC, etc.).

IN THE EVENT OF A MAJOR ACCIDENT, call Red Cross (394-2260) for a disaster vehicle with cots, blankets, support personnel.

Document all activity on accident response log.

After the event, key personnel shall meet to debrief and evaluate response.

16. Water Emergency

Procedures to Follow

First person to detect a problem with water supply (interior or exterior) will notify the building principal.

Establish a Building Command Post.

Activate a Building Command Post.

The Principal will activate the call list to report the problem.

The Department of Public Works will be contacted to help determine the source of the problem:

City Public Works Dept. 396-5060

The Superintendent/Designee will declare an emergency if necessary. An emergency exists when the duration of corrective measures will endanger the welfare of the building occupants.

Upon notification from the Command Post, the building will resume, curtail or cease operations for the day.

17. Biological Threat

Procedures to Follow

Establish a Building Command Post.

Activate the District Command Post.

Immediately isolate the threat by not moving the letter, package or container from its original location.

Move people away from the immediate location and do not allow ANYONE to touch or move the threat. Those exposed to the original threat should remain isolated from others and away from uninvolved individuals. Those exposed should be advised not to eat, drink, smoke, chew or rub their eyes, ears, nose, or mouth or place their hands near their face.

Close all doors and windows to the area and lock the room if possible.

Call **911** and advise the operator of the situation. Remain on the line until instructed to hang up.

Activate the call list.

Isolation/containment procedures will vary from one locale to another. It is recommended that, if possible, the threat be isolated and confined to a given room or area as described above. It is not necessary to confine students to classrooms, evacuate the building, or send students to a predetermined assembly area unless these actions aid the response efforts of the emergency response team or if the location of the threat within the school is unknown.

It is not necessary to shut down HVAC systems within the building unless the threat was directed at the HVAC system or the package/container was found within the HVAC system. Law enforcement and health officials will advise if any additional precautions need to be taken by any potentially exposed individuals or if specific clean-up procedures should be taken. Upon notification from the Command Post, activities will resume, be curtailed, or cease for the day.

18. Hazard Identification

The following sites have the potential for internal or external emergency situations:

The buildings and grounds associated with each of these facilities have the potential for a District or building-level emergency or incident.

The following items/facilities that are proximate to the Canandaigua City School District have been identified as having a potential for presenting emergencies that could affect the District:

PACTIV, North Road, Canandaigua, NY -- Storage of plastic goods and user of Haz/Mat
Finger Lakes Railroad, East North Street, Geneva, NY – Runs through school property

Rt-332 Corridor – Main North/South artery for Commercial Vehicle Traffic into
Canandaigua
Canandaigua Winery, Buffalo Street, Canandaigua, NY – Potential for chemical spills
Ontario County Correctional Facility, 3024 County Complex Drive, Hopewell, NY –
Possible escapees
City of Canandaigua Water Treatment Facility, Saltonstall Street, Canandaigua, NY –
Chemicals
Canandaigua Airport, 2450 Brickyard Road, Canandaigua, NY - Airplane related incidents.

Protocols for Responding to a Declared Public Health Emergency Involving a Communicable Disease

1. List and description of positions and titles considered essential in the event of a state-ordered reduction of in-person workforce, with justification of such consideration for each position and title included.

In the event of a state-ordered reduction of in-person workforce the district would use a remote learning educational delivery model. The employees that would continue to be needed on campus would be custodians and maintenance/grounds staff to clean, disinfect, and to keep buildings and grounds operational. Technology department staff would be needed to support the Information Technology needs of the district. Food Service staff would be needed to prepare and distribute meals. Various Administrative titles may need to work from campus on a given day depending on need. Those titles include Superintendent, Assistant Superintendents, Directors, Principals, District Clerk, and selected Business Office Personnel. Other employees would work from home to support the virtual learning educational delivery model.

2. Description of protocols to be followed in order to enable employees to telecommute, including procurement, distribution, downloading and installation of any needed devices or technology, including software, data, office laptops or cell phones, and the transferring of office phone lines to work or personal cell phones as practicable or applicable to the workforce.

The district has provided the following employees with either a laptop or Chromebook to enable them to work from home; Administrators, Clerical, Teachers, Nurses, Occupational Therapists, Physical Therapists, Librarians, Counselors, Psychologists, Social Workers, Speech Language Pathologists, Teaching Assistants, Prevention Services Specialists, and Family Services Facilitators. The employees are able to log into the district’s network from home and access all software and programs as though they were working on campus. Employees have been instructed on how to forward calls from their work telephone, and how to change their voicemail message.

3. Description of how we will stagger work shifts of essential employees and contractors in order to reduce overcrowding on public transportation systems and at worksites.

The employee groups Custodial, Technology, Food Service will have no more than 50% of their employee group work on campus at a time. They will be scheduled by the Director of Technology, Director of Facilities, and Food Service Director. The employee groups Maintenance and Grounds may have more than 50% of their employees continue to work from campus depending on needs.

4. Protocol we will follow to procure the appropriate PPE for essential employees and contractors, to provide at least two pieces of each type of PPE to each essential employee and contractor during any give work shift over at least six months, including the plan for storage of such equipment to prevent degradation and permit immediate access in the event of an emergency declaration.

The Director of Student and Administrative Services coordinates the district's efforts to ensure the proper supply of PPE is obtained. He receives weekly updates on the PPE supply in each of the district's buildings and orders enough PPE to ensure that at least two pieces of each type of PPE is available for each essential employee for more than 6 months. The supply of PPE is housed at District Office where the Director of Student and Administrative Services is located, and is distributed to buildings as needed.

5. Protocol in the event an employee or contractor is exposed to a known case of the communicable disease that is the subject of public health emergency, exhibits symptoms of the disease, or tests positive for such disease in order to prevent the spread or contraction of such disease in the workplace. Such protocol also details actions to be taken to immediately and thoroughly disinfect the work area of any employee or contractor known or suspected to be infected with the communicable disease as well as any common area surface and shared equipment such employee or contractor may have touched, and the employer policy on available leave in the event of the need of an employee to receive testing, treatment, isolation, or quarantine. Such protocol shall not involve any action that would violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

In the event an employee or contractor is exposed to a known case of a communicable disease that is the subject of a public health emergency, or exhibits symptoms, that employee if on campus will be isolated. If the employee is okay to drive they will be sent home. If they are not okay to drive, their emergency contact will drive them home. The employee will be directed to stay home until they are released per Ontario County Public Health guidelines at the time. The areas of the building the employee was in will be shut down for 24 hours and then thoroughly cleaned and disinfected. If the employee is home when it is learned they were exposed to a known exposure, or they exhibit symptoms, or they test positive, they will be directed to stay home until they are released per Ontario County Public Health guidelines. The employee will use their own collectively bargained accrued time unless there is State or Federal leave made available for the public health emergency.

6. Protocol for documenting precise hours and work locations, including off-site visits, for essential employees and contractors. Such protocol is designed only to aid in tracking of the disease and to identify the population of exposed employees and contractors in order to facilitate the provision of any benefits which may be available to certain employees and contractors on that basis.

A work schedule will be developed and tracked by the Director of Facilities, Director of Technology, and Director of Food Service, and approved by the Assistant Superintendent for Personnel.

7. Protocol for how we will identify sites for emergency housing for essential employees in order to further contain the spread of the communicable disease that is the subject of the declared emergency, to the extent applicable to the needs of the workplace.

The district will work with Ontario County Public Health regarding emergency housing.

District Resources Available for Use in an Emergency

The Canandaigua City School District has created a comprehensive list of resources available during an emergency, including fuel sources, communications, food service capability, school bus and maintenance vehicle lists, and medical supplies and AED, CPR and First Aid trained staff.

Arrangements for Obtaining Emergency Assistance from Local Government

The School's Administration shall use the following process in making arrangements for obtaining assistance during emergencies from emergency services organizations and local county government agencies including the City of Canandaigua:

- Superintendent/Designee in an emergency contacts dispatch point or 911 center for fire or EMS response. Contact information is contained in the District Emergency Management Plan.
- Superintendent/Designee contacts highest-ranking local government official for notification and/or assistance.

Procedures for Obtaining Advice and Assistance from Local Government Officials

The School's Administration shall use the following protocol for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law:

- Superintendent/Designee in an emergency will contact emergency management coordinator and/or the highest-ranking local government official for obtaining advice and assistance. Superintendent/Designee will provide the following information: type of emergency, location, numbers of people affected, directions, etc.
- The District has identified resources for an emergency from the following agencies: (examples include the Red Cross, fire department, police, Rescue Squad, private industry, private individuals, religious organizations and others).

APPENDIX

APPENDIX I

Emergency Phone List -- Canandaigua City School District

<u>Title</u>	<u>Name</u>	<u>Office</u>
*Superintendent	Jamie Farr	396-3710
Asst. Supt. For Instruction	Matt Schrage	396-3717
* Asst. Supt. of Personnel & Support Services: Chief Emergency Officer	Brian Nolan	396-3722
Asst. Supt. For Bus.	Matt Fitch	396-3732
* Transportation	Seth Clearman	396-3741
* Facilities & Operations	Mike McClain	396-3745
Athletic Director	Jim Simmons	396-3825
Director of Technology	Dan Bowman	396-3773
School Resource Officer FT	Vince Delforte	396-3966
School Resource Officer PT	Darrin Bartalotta	396-3875
Director of Student and Administrative Services	Vernon Tenney	396-3997
Director of Special Programs	Stephanie Knapp	396-3934
Director of CACC and Professional Learning	Katie McFarland	396-3739
* <i>Command Staff</i>		
Director of Communication and Advisement	Caroline Chapman	396-3714
<i>Principals:</i>		
Academy	Marissa Logue	396-3808
Middle	John Arthur	396-3856
Elementary	Brian Amesbury	396-3900
Primary	Emily Bonadonna	396-3953
St. Mary's	Lisa Milano	394-4300
Calvary Chapel	Pastor Mark Leckie	398-3550
<i>Head Custodians:</i>		
Academy	Bob Cornish	396-3958
Middle	Walter Romashko	396-3888
Primary/Elementary	Jeff Quayle	396-3918

Emergency Phone List – Outside Agencies

Office	Non-Emergency	Emergency
Canandaigua City Police	396-5035	911
Ontario County Sheriff	394-4560	911
NY State Police	398-3200	398-4100
Canandaigua Fire Department	396-5050	911
Canandaigua Emergency Squad	394-5860	911
Canandaigua City Manager	396-5000	
Canandaigua DPW	396-5060	
Ontario County Fire Coordinator	396-4310	
Ontario County Public Health	396-4343	
Rochester Gas & Electric	Days	546-1100
	Nights	546-1100
	Sunday/Holiday	724-8916
NYS Gas & Electric	Days	1-800-572-1121
	Nights	1-800-227-0888
	If no answer	526-5434
D.E.C. Spills	Days	226-2466
	Nights	1-607-324-4504
	Hot Line	1-800-457-7362
F.F. Thompson Hospital		396-6000
F.F. Thompson Emergency Room		396-6600
Poison & Drug Information Center		1-800-333-0542
Finger Lakes Railway		1-315-781-1234
National Response Center		1-800-424-8802
CHEMTREC		1-800-424-9300
		1-800-262-8200
Mercy Flight	1-800-443-4375	396-0548
NYS OGS Div. Of Donated Food		1-518-473-9376
Employee Assistance (EAP)		800-252-4555

Educational Agencies in the Canandaigua City School District

1. Saint Mary's School
6 Gibson Street, Canandaigua, New York 14424
Phone - 585-394-4300
Fax - 585-394-3954

2. Our Children's Place of Canandaigua
55 Wilcox Lane, Canandaigua, New York 14424
Phone - 585-394-5310
Fax - 585-394-5207

3. YMCA Canandaigua
32 North Main Street, Canandaigua, New York 14424
Phone - 585-394-6866
Fax - 585-394-7781

4. Canandaigua Montessori School
5273 Parkside Drive, Canandaigua, New York 14424
Phone - 393-8155
Fax - None

5. Canandaigua Head Start
5415 County Road 30, Canandaigua, New York 14424
Phone - 585-394-1190
Fax - 585-394-5326

6. Finger Lakes Community College Child Care
3225 Marvin Sands Dr., Canandaigua, New York 14424
Phone - 585-394-6666
Fax - 585-394-5005

7. Little Lambs Preschool
320 South Pearl Street, Canandaigua, New York 14424
Phone - 585-394-2760
Fax - 585-394-2760

8. Wings Christian Pre-School
3360 Middle Cheshire Road, Canandaigua, New York 14424
Phone - 585-394-5857
Fax - 585-394-6642

9. Care-A-Lot Childcare
1780 Rochester Road, Farmington, New York 14425
Phone - 585-398-3111

10. Calvary Chapel Christian School

1777 Route 332, Farmington, New York 14425

Phone - 585-398-2218

11. Happiness House

5415 North Bloomfield Rd., Canandaigua, New York 14424

Phone – 585-394-9510

APPENDIX II

District Equipment Inventory

The following listed equipment being available for deployment to any location within the District to assist in any emergency under the direction of the Director of Facilities and Operations. The Director of Facilities and Operations has direct radio communications with the Ontario County 911 center, with the Ontario County Sheriff’s Office, and the City of Canandaigua Police Department.

The equipment inventory is maintained by the Director of Facilities and Operations and the Director of Transportation.

General maintenance tools such as welders, grinders, air compressors, pumps, fans, air movers, plumbing fixtures and complete cabinet shop in premises. Exterior maintenance tools such as shovels, rakes, ladders, etc. are available.

Updated: 4/9/2021

Client Veh#	Year	Make	Model	Vehicle ID Number
	1993	Ford	Bucket Truck	1FDXK84APVA04009
	2001	Ford	F250	1FTNF21S61EA99301
	2003	Ford	F250	3FTNF21SX3MB17909
	2008	Ford	F350	1FTWF33Y28EE59475
	2008	Dodge	Durango	1D8HB38N28F156288
	2008	Anderson	Trailer	4YNBN18228C054991
	2008	Ford	F250	1FTSF21Y98EE59467
	2008	Bri-Mar	Dump Trailer	43YDC16208C071696
	2009	Ford	E-150	1FMNE11W89DA87194
	2009	Ford	E-150	1FMNE11W69DA87193
71	2010	Freightliner	C-2	4UZABRDT2ACAP8981
72	2010	Freightliner	C-2	4UZABRDT6ACAP8983
73	2010	Freightliner	C-2	4UZABRDT4ACAP8982
	2010	Ford	F250	1FTSF2BY3AEA21726
	2011	Ford	Expedition	1FMJU1G5XBEF53854
80	2011	Freightliner	C-2	4UZABRDT6BCAT5231
81	2011	Freightliner	C-2	4UZABRDT4BCAT5230
82	2011	Freightliner	C-2	4UZABRDT8BCAT5232
	2011	Down To Earth	Utility Trailer	5MYUU1214BB035241
83	2012	Freightliner	C-2	4UZABRDT9CCA9491
84	2012	Freightliner	C-2	4UZABRDT0CCA9492
	2012	Ford	F250	1FRBF2B69CEC96423
	2012	Ford	F250	1FTBF2B67CEC96422
85	2012	Freightliner	C-2	4UZABRDT2CCA9493

Client Veh#	Year	Make	Model	Vehicle ID Number
15	2013	Thomas	Bus	1GB6G5BG9D1107274
92	2014	Freightliner	BUS #92	4UZABRDT5ECFR0983
93	2014	Freightliner	BUS #93	4UZABRDT7ECFR0984
94	2014	Freightliner	BUS #94	4UZABRDT9ECFR0985
95	2014	Freightliner	Bus #95	4UZABRDT4ECFR0988
96	2014	Freightliner	BUS #96	4UZABRDT2ECFR0987
97	2014	Freightliner	Bus #97	4UZABRDT0ECFR0986
ST-1	2014	Ford	F350	1FDRF3H66EEA26740
90	2014	Thomas	Bus	1T7YR4823E1162963
89	2014	Freightliner	Bus	4UZABRDT7ECFD8301
91	2014	Thomas	Bus	1T7YR4E25E1162964
12	2015	Freightliner	Bus	4UZABRDT4FCGD4162
13	2015	Freightliner	Bus	4UZABRDT6FCGD4163
98	2015	Freightliner	Bus	4UZABRDT8FCGD4164
14	2015	Freightliner	Bus	4UZABPDT5FCGD2912
99	2015	Freightliner	Bus	4UZABRDTXFCGD4165
	2015	Ford	F250	1FTBF2B62FEB72546
	2015	Ford	F250	1FTBF2B66FEB36696
10	2015	Freightliner	Bus	4UZABRDT0FCGD4160
11	2015	Freightliner	Bus	4UZABRDT2FCGD4161
20	2016	Thomas	Bus	1T7Y54D22G1097894
c-3	2016	Nissan	Altima	1N4AL3AP9GC203914
19	2016	Freightliner	Bus	4UZABRDT2GCHG4569
16	2016	Freightliner	Bus	4UZABRDT0GCHG4568
17	2016	Freightliner	Bus	4UZABRDT7GCHG4566
18	2016	Freightliner	Bus	4UZABRDT9GCHG4567
21	2016	Thomas	Bus	1T7Y54D20G1097893
	2016	Ford	Suburban	1FMJU1GTXGEF08872
	2016	Ford	P/U	1FTBF2B68GEA84649
	2017	Western Star	Dump Truck	5KKHAXDV5HLJA9847
28	2017	Thomas	Bus	1GB3GRBF7G1291541
27	2017	Thomas	Bus	4UZABRDT3HCHV5241
	2017	Ford	F250	1FTBF2B60HEE28167
	2017	Ford	F250	1FTBF2B69HEE28166
25	2017	Thomas	Bus	4UZABRDTXHCHV4684
29	2017	Thomas	Bus	1GB3GRBF2G1294413
23	2017	Thomas	Bus	4UZABRDT2HCHS6961
24	2017	Thomas	Bus	4UZABRDT0HCHS6960
22	2017	Thomas	Bus	1T7Y54D24H1106967
26	2017	Thomas	Bus	4UZABRDT1HCHV5240

Client Veh#	Year	Make	Model	Vehicle ID Number
	2018	Carry On	Trailer	4YMBU1217KU003983
31	2018	Thomas	Bus	4UZABRFC9JCJN5369
30	2018	Thomas	Bus	4UZABRFC7JCJN5368
32	2018	Thomas	Bus	4UZABRFC5JCJN5370
35	2018	Thomas	Bus	1T7Y54D27J1127723
34	2018	Thomas	Bus	4UZABRFC2JCJN7349
33	2018	Thomas	Bus	4UZABRFC0JCJN7348
40	2019	Thomas	Bus	4UZABRFCXKCKF4294
36	2019	Thomas	Bus	4UZABRFC2KCKF2605
37	2019	Thomas	Bus	4UZABRFC4KCKF2606
38	2019	Thomas	Bus	4UZABRFC6KCKF2607
41	2019	Thomas	Bus	4UZABPFC6KCKF4295
39	2019	Thomas	Bus	4UZABRFC8KCKF2608
44	2020	Thomas	Bus	4UZABRFC7LCLW0143
C5	2020	Chevy	Tahoe	1GNSKAKC7LR186174
45	2020	Thomas	Bus	4UZABRFC9LCLW0144
C4	2020	Chevy	Tahoe	1GNSKAKC5LR186349
42	2020	Thomas	Bus	4UZABRFC3LCLW0141
46	2020	Thomas	Bus	4UZABRFC0LCLW0145
43	2020	Thomas	Bus	4UZABRFC5LCLW0142
	2021	Ford	F550	4P5DL1420M3049364
47	2021	Thomas	340TS Bus	4UZABRFC4MCML9156
48	2021	Thomas	340TS Bus	4UZABRFC6MCML9157
49	2021	Thomas	340TS Bus	4UZABRFC8MCML9158
50	2021	Thomas	340TS Bus	4UZABRFCXMCML9159
51	2021	Thomas	340TS Bus	4UZABRFC6MCML9160
52	2021	Thomas	340TS Bus	4UZABRFC8MCML9161
53	2021	Thomas	340TS Bus	4UZABRFCXMCML9162

APPENDIX III

Point of Distribution

The school District has signed a MOA (memo of agreement) with Ontario County Public Health in regard to using a District facility as a large-scale vaccination distribution center. The Operations and Transportation facility has been designated for the POD center. Per the agreement the District will assist and follow the standard operating guide that was distributed by Public Health.

APPENDIX IV

Emergency “To Go” Bag Guidelines and Contents

School Health Services personnel are responsible to provide initial emergency care i.e., First Aid and Basic Life Support in school and school-related settings.

The following items are included in the office emergency bag that is kept in the Nurse’s Office at the Primary/Elementary, Middle, and Academy buildings:

- AED
- OSHA equipment (non-Latex gloves, gown and mask)
- Anaphylactic equipment: Epi-Pen
- Emergency Procedure for anaphylactic Shock (copy in a plastic sleeve)
- Resuscitation mask
- Frosting gel
- Band aids
- 4x4 gauze bandages – non-sterile
- Sanitary pad(s)
- Gauze roller bandage
- Adhesive tape
- Scissors
- Triangular sling
- Safety pins
- Stop the Bleed Kit
- Narcan
- Blanket
- Flashlight
- Anti-bacterial wipes
- Thermometer
- Blood pressure cuff
- Stethoscope
- Magazine or cardboard (for splinting)
- Chemical ice pack
- Tongue blades
- Notebook and pen

- Brown lunch bag
- Large plastic trash bag
- Building-specific medication roster
- Building-specific health care plans
- Emergency bag guidelines
- Student contact information

APPENDIX V

Communications Resources

During the event of an emergent situation, the District has the following communications resources available:

- PA (Public Address) system (all schools)
- Land Line Telephones (all district buildings)
- Fax machines (all district buildings)
- Television (all district buildings)
- Computers (all district buildings)
- Two-way radios (all district buildings)
- District designated cell phones (all administrators)
- Bull horns (all schools)

APPENDIX VI

MUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF CANANDAIGUA AND THE CANANDAIGUA CITY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

This agreement is made this 31st day of August, 2020 by and between the City of Canandaigua (the "City") with its principal office at 2 North Main Street, Canandaigua, New York, 14424, and the Canandaigua City School District (the "School District") with its principal office at 143 North Pearl Street, Canandaigua, New York 14424.

WITNESSETH:

WHEREAS, the School District desires to continue the school resource officer (SRO) program, to develop a strong, supportive relationship between students, faculty and law enforcement in order to deter criminal behavior and maintain a safe learning environment; and

WHEREAS, the School District desires to continue the SRO program with one full-time and one part-time SRO, for the 2020-2021 school year; and

WHEREAS, the City desires to provide SRO services to the School District; and

WHEREAS, it is in the best interests of the citizens of the City and the School District to maintain this program; and

WHEREAS, the School District has agreed to reimburse the City for 100% of the expense of the part-time Police Officers assigned to the SRO program;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

Term

1. The term of this agreement shall commence on August 1, 2020, and terminate on July 31, 2021.

Eligibility and Appointment

2. The SROs shall be sworn City Police Officers employed by the City.
3. If there is a need to replace an SRO, the School District shall participate in the selection of the SRO and shall be offered the opportunity to interview at least two applicants. The City shall be the hiring authority.
4. The City reserves the right and authority to periodically monitor and evaluate the performance of SROs and, if necessary, initiate remedial measures to correct deficiencies or improve performance. Input from the School District administration will be part of this process. At the time of each SRO's performance evaluation, the School District shall provide a written evaluation of the SRO's work performance to be attached to and included as part of the City's review.

Funding and Compensation

5. During the term of this agreement, the School District shall reimburse the City for the full cost of the part-time Police Officer assigned to the SRO program, including wages and benefits, health insurance, and all other benefits that may be payable to the part-time SRO as required by the current or future collective bargaining agreement between the City and the Canandaigua Police Benevolent Association and all other associated costs (dry cleaning, uniform issue, equipment issue and all other required annual in-service training). It is agreed if these accumulated costs reach \$35,000 for the school year that the City and the School District will meet to determine and reconcile the cause of the expenditure overage for the part-time SRO.
6. The City and School District agree to share the cost of a full-time police officer to serve as an SRO and Youth Officer. The estimated cost is \$134,000, to be shared equally by the City and School District. It is agreed if these accumulated costs exceed the estimated \$134,000, the City and the School District will meet to determine and reconcile the cause of the expenditure overage for the full-time SRO and Youth Officer.
7. In recognition of the value to the City of having SROs stationed at the School District's facilities, the City will not ask for reimbursement from the School District for the expense of providing the SROs with the use of a Police vehicle(s).
8. The City shall invoice the School District for the periods ending December 31, 2020, March 31, 2021 and June 30, 2021.
9. The work hours of the part-time SRO will not exceed an average of 30 hours per week (averaged over a 40-week period), nor exceed 40 hours in any work week, except for a full-time Police Officer in accordance with paragraph 6 of this agreement.
10. The full-time SRO will be assigned work from the City's Police Department during the summer months when school is not in session. Nevertheless, said full-time SRO will be available to the School District as needed, and will continue to fill their role as Youth Officer for the City's Police Department.

Day-to-Day Operation during the School Year

11. The SROs shall act as educators, counselors and police officers. The SRO's hours may be allocated between assignments at the locations of the Academy, the Middle School and the Primary/Elementary School as determined by the School District with consent of the City.

12. The SROs shall coordinate all of their activities with the principal and staff members concerned and will seek advice, guidance and permission from the school administration prior to enacting any program within the school(s).
13. The SROs shall on a daily basis, during their regularly scheduled hours, confer with the on-duty supervisor regarding current police activities. Both SROs will be directly supervised by, and report directly to, an assigned supervisor within the City's Police Department.
14. The SRO's regular working hours may be adjusted on a situational basis with the consent of the School District's administration and approval from the SRO's supervisor at the City's Police Department.
15. When appropriate and authorized by the City, the SROs may keep the School Principal and/or Superintendent of Schools informed of the nature of any investigation of any alleged criminal activities involving students, employees, teachers, or third parties that have allegedly occurred on school grounds. The role of school discipline shall remain with the School District administration.
16. On a daily basis, the SRO's shall update their direct supervisor at the City's Police Department (Sergeant/Lieutenant), and the Assistant Superintendent for Personnel and Support Services regarding any pertinent activities, issues or situations.

Training

17. The City's Police Department shall provide the necessary training considered by the Police Department as needed to maintain the skills and knowledge of the SROs in the capacity of Police Officers. Scheduling of training and/or conferences during the school year shall be coordinated between the School District's administration and the police supervisor prior to the training.

Independent Contractor

18. The City shall be providing services to the School District as an independent contractor, and any and all services performed by an SRO under this Agreement shall be performed in such capacity. The SRO shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations, and shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City's Police Department or its relationship with the School District. The City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the City's Police Department.

Mutual Indemnification

19.

(a) Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the City, its Police Department, or the Police Department's officers, employees or agents, the School District shall indemnify and hold harmless the City, its Police Department, and the Police Department's officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

(b) Except for any liability, damages, claims, demands , costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the School District, its officers, employees or agents the City shall indemnify and hold harmless the School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the City, the SRO, or third parties under the direction or control of the City; and the City shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto.

Governing Law

20. The Agreement shall be construed and interpreted in accordance with the laws of New York State.

Assignment

21. This Agreement may not be assigned by either party.

Applicability

22. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

City of Canandaigua

Canandaigua City School District

Brian Young

Jamie M. Farr

City Manager
August 31,2020

Superintendent
August 31, 2020

CHEMICAL HYGIENE PLAN

For

Canandaigua City School District

143 North Pearl Street

Canandaigua New York 14424

Prepared by: Michael McClain

Original Preparation Date: June 23, 2018

Reviewed Date: June 14, 2021

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

GENERAL GUIDELINES FOR WORKING WITH LABORATORY CHEMICALS

1. It is essential to minimize chemical exposure to the greatest extent possible. Because few laboratory chemicals are without hazards, precautions for handling all chemicals should be exercised. As a rule, skin contact with chemicals should always be avoided.
2. Avoid an underestimation of risk. Exposure to laboratory chemicals should be minimized even for substances of no known significant hazard. Special precautions should be taken for those substances which have special health hazard risks. One should assume that any mixture of substances will be more toxic than either of its single components alone. One should also assume that all substances of unknown toxicity are toxic.
3. Adequate ventilation must be provided. The best way to prevent exposure to hazardous substances is to prevent their escape into the atmosphere by use of fume hoods and other ventilation controls.
4. Institute a chemical hygiene committee to minimize exposures to toxic substances. It is recommended under the OSHA Laboratory Standard 1910.1450.
5. Observe the PEL's and TLV's. The OSHA Permissible Exposure Limits and the American Conference of Governmental Industrial Hygiene Threshold Limit Values should not be exceeded.

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

CHEMICAL HYGIENE RESPONSIBILITIES

1. **Director of Facilities** has the ultimate responsibility for chemical hygiene and must with other administrators, provide support for the chemical hygiene plan.
2. **Chemical Hygiene Officer and Dedicated High School Assistant Principal** are responsible for chemical hygiene in the District.
3. **Chemistry, Technology, and Art Teachers** will work with administrators and other employees to develop and implement appropriate chemical hygiene practices. They should monitor use and disposal of chemicals in the lab, see that inventories are maintained, know the current legal requirements that govern regulated substances, and seek ways to improve the chemical hygiene plan.
4. The **Chemistry teacher** has the responsibility for chemical hygiene in the lab including the responsibility to:
 - * Ensure that affected personnel know and follow all safety rules, use appropriate personal protective equipment, and provide students with appropriate safety training.
 - * Conduct regular formal housekeeping inspections including inspections of emergency equipment.
 - * Know the current legal requirements concerning regulated substances.
 - * Ensure that the facilities are adequate for any material being used.
 - * Plan and conduct each lesson in accordance with the chemical hygiene program. Lesson plans should include all possible hazards, preventive measures and emergency responses for each hazard.
 - * Develop and follow sound personal chemical hygiene habits.

TITLE	NAME
Senior Facility Person	Vernon Tenney
Chemical Hygiene Officer for Science	Brian Dermody
Chemical Hygiene Officer for Tech/Art	Cary Burke
Laboratory Professional	Dave Platten
Laboratory Professional	Amy Allen
Laboratory Professional	Adam Stoler

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

THE LABORATORY FACILITY

1. DESIGN

- * An appropriate ventilation system should have air intakes and exhausts located to avoid recirculation of contaminated air.
- * The facility should provide adequate, well-ventilated storerooms, laboratory fume hoods, and sinks.
- * Other safety equipment shall include eyewash stations and drenching showers.

2. VENTILATION

- * Natural Dilution: This system should provide a source of air for breathing. It will not be relied upon for protection from toxic substances released into the lab.
- * Hoods: A laboratory fume hood should be provided for demonstration. Each hood will be monitored for adequate performance by **The Head Custodian** weekly while in use.
- * Modifications: Any alterations to the ventilation system should be made only by qualified personnel (HVAC engineer), and if testing indicates that worker protection from airborne toxic substances will continue to be adequate.
- * Quality: Airflow should be six air changes per hour. The hood face velocity should be maintained 60 - 100 linear feet per minute, at minimum.

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

COMPONENTS OF THE CHEMICAL HYGIENE PLAN

1. PROCUREMENT

- * No container will be accepted if leaking or without an adequate label and Material Safety Data Sheet.

2. STORAGE

- * Toxic substances should be segregated in a chemical storage cabinet off limits to unauthorized individuals.
- * Stored chemicals should be examined at least annually for replacement, deterioration and container integrity by **Chemical Hygiene Officer**. Amounts will be stored in the smallest practicable quantity. Yearly inventories will be conducted and unneeded items will be disposed of through **the Department of Environmental Services Monroe County**.
- * Chemicals will be stored in accordance with accepted standards of compatibility. An inventory list arranged alphabetically will be posted in the storage room. Material Safety Data Sheets will be arranged alphabetically and located in the storage room.

3. DISTRIBUTION FROM STORAGE AREA

- * When bulk quantities of chemicals are hand carried, the container will be placed in a bottle carrier or bucket.

4. AIR MONITORING

- * Monitoring of airborne concentrations of toxic substances may be appropriate when testing or redesigning hoods or when highly toxic substances are used on a regular basis which is not anticipated, or when using chemicals that require initial monitoring.

5. HOUSEKEEPING

- * Formal housekeeping and inspections will be performed at least biannually **By the Chemistry teachers, Art teachers, and technology teachers**. The purpose of this is to identify hazards and determine whether to implement control measures such as ventilation, modified work practices or additional personal protective equipment. Suitable facilities for the quick drenching of personnel exposed to corrosive or injurious chemicals will be used for eyewash and shower emergencies. This device will be inspected at least biannually. Informal inspections will be continuous. Eyewash fountains and safety showers should be inspected and tested quarterly. Records of testing and inspections should be maintained.

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

Procedures for restarting out-of-service equipment should be established. Stairways and hallways should not be used as storage areas. Access to exits, emergency equipment, and utility controls should **never** be blocked.

6. MEDICAL PROGRAM

- * **Building Nurses** are trained in first aid and available during working hours. Emergency phone numbers will be posted in the lab, office. Medical consultations will be provided in case of spills or emergencies where employees show signs and symptoms of overexposure.

7. PROTECTIVE EQUIPMENT AND APPAREL

- * Splash Goggles
- * ANSI approved safety glasses
- * Chemical resistant aprons
- * Gloves
- * Hair ties

8. RECORDS

- * Accident reports will be written and retained for all accidents involving injuries, property damage and near misses.
- * Inventories, Material Safety Data Sheets and records indicating attendance at Employee Right to Know Training will be maintained in accordance with the Federal Hazard Communication Standard.
- * Maintain records of measurement of employee exposure and any medical consultations and exams that are conducted for **[40 years or for the duration of employment plus 20 years, whichever is longer, or in accordance with 1910.20]**.
- Equipment inspections are located in the Head Custodians office. Equipment means Fume hoods and Eye wash stations.

9. SIGNS AND LABELS

- * Emergency telephone numbers will be posted in labs, office and **Nurses office**.
- * Identifying labels must show contents of containers and associated hazards.
- * Location signs for safety showers, eyewash stations, first aid equipment, exits, areas where food and beverages are prohibited and warnings at areas where unusual hazards exist will be posted.

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

10. SPILLS

- * In the case of a spill, the administration will be notified by **Phone**. It is the responsibility of the administration to evacuate school if necessary. In the case of a fire or major spill, the employee is responsible for evacuating the premises by fire alarm.
- * The written emergency action plan is located in **Building Main Office** and will be communicated to all personnel. Spill control procedures will include approved containment, cleanup and transportation methods.

11. INFORMATION AND TRAINING

- * Employees will be trained upon initial assignment concerning chemicals available, procedures, location of the chemical hygiene plan, location of Material Safety Data Sheets, and method of hazard identification (refer to paragraph F of occupational exposure to hazardous chemicals in the Chemical Hygiene standard). Annual refresher training will be covered by **Chemical Hygiene Officer**. Particularly hazardous chemicals (carcinogens, reproductive toxins, etc.) will not be used. If their use is anticipated or a chemical is newly deemed particularly hazardous, proper provisions will be made in accordance with 1910.1450(e)(3)(viii).

12. WASTE DISPOSAL PROGRAM

- * The waste disposal program should specify how waste is to be collected, segregated, stored and disposed of. Unlabeled containers of chemicals and solutions should be promptly identified and disposed of if need be. Indiscriminate disposal by pouring waste chemicals down the drain or adding them to refuse for landfill burial is unacceptable. Contact **Chemical Hygiene Officer** to arrange for a hazardous waste disposal pickup through certified waste haulers.

APPENDIX A

GENERAL LABORATORY RULES/STANDARD OPERATING PROCEDURES

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

I. EMERGENCY FIRST AID PROCEDURES

- a) Eye Contact: Flush eyes with copious amounts of water for at least 15 minutes and seek medical attention.
- b) Ingestion: Read the label for directions and immediately seek medical attention. Contact the poison control center **Finger Lakes Regional Poison Center** at **1-800-222-1222**.
- c) Skin Contact: Flush the affected areas with copious amounts of water and remove any contaminated clothing. If symptoms persist after flushing, seek medical attention.

II. PERSONAL PROTECTIVE EQUIPMENT

- a) Whenever appropriate:
 - ANSI approved eye protection must be worn.
 - Gloves will be worn which will resist penetration by the chemical being handled and which have been checked for pin holes, tears or rips.
 - Lab coats or aprons to protect skin and clothing from chemicals will be worn.
 - Footwear should cover feet completely and open-toed shoes will be prohibited.

III. HAZARD PREVENTION

- a) Conduct periodic in-house safety and health inspections with an emphasis identifying safety hazards.
- b) Carry out regular fire or emergency drills and review the results.
- c) Have actions preplanned in case of an emergency (e.g., equipment should be turned off, preplanned escape routes, designated meeting place outside the building and designated person to authorize the re-entry into the building).
- d) Have the appropriate equipment and materials available for spill control.
- e) Keep up-to-date emergency phone numbers posted next to the telephone.
- f) Reduce risk by using diluted substances instead of concentrates.

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

- g) If feasible, use smaller quantities of hazardous materials for laboratory demonstrations.
- h) Use films, videotapes, or other methods rather than experiments involving extremely hazardous substances.
- i) Substitute with a less hazardous substance.
- j) Analyze accidents to prevent repeat performances.
- k) Purchase chemicals in minimum quantities, wherever feasible.
- l) Do not use damaged glassware.

IV. GENERAL LABORATORY SAFETY

- a) Obtain and read the Material Safety Data Sheet for each hazardous chemical.
- b) Analyze new lab procedures in advance to identify possible hazards.
- c) Wash hands before and after work, and after spill cleanups.
- d) Do not smell or taste chemicals.
- e) Never work alone in a science laboratory or storage area and do not allow students to work unsupervised.
- f) Never eat, drink, smoke, chew gum, or tobacco in the laboratory environment.
- g) Never store food in laboratory refrigerators.
- h) Never pipette liquids by mouth.
- i) Restrain loose clothing, long hair, and dangling jewelry.
- j) Never leave heat source unattended (gas burners, hot plates, mantels, etc.).
- k) Do not store reagents or apparatus on lab bench and keep shelves organized.
- l) Always used a fume hood when working with volatile substances.
- m) Never lean into the fume hood while hazardous chemicals are being used, or when in use.
- n) Do not use the fume hood as a storage area.

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

- o) Do not mix chemicals in the sink drain.
- p) Always inform co-workers of plans to carry out hazardous work.
- q) Avoid horseplay, practical jokes, and other any distracting behavior.
- r) Be alert to unsafe conditions and correct them when detected.
- s) Label all chemicals accurately with date of receipt or preparation and any other precautionary information for handling.
- t) Never use a reagent until the label has been read and contents checked.

V. FACILITY MAINTENANCE

- a) Place fire extinguishers near escape routes, and also in areas of high hazards.
- b) Regularly inspect fire extinguishers, maintain records of inspections and train personnel in the proper use of extinguishers.
- c) Never block escape routes.
- d) Never block a fire door opening.
- e) Never store materials in aisle ways.
- f) Have separate containers for trash and broken glass.
- g) Regularly inspect safety showers and eyewash stations and keep records of inspections.
- h) Regularly check the ventilation in hoods for proper air flow.
- l) Chemical storage shelves with close able doors should be used for flammable materials and acids.

CHEMICAL HYGIENE PLAN

29 CFR 1910.1450, Chemical Hygiene

CHEMICAL HYGIENE PLAN ANNUAL REVIEW AND/OR EVALUATION

Date	Reviewed by	Changes and/or Revisions
12/16/17	Michael McClain	New plan Recommended by the Department of Labor
06/23/2018	Michael McClain	Combination of two plans
06/03/2019	Michael McClain	Reviewed and updated
07/12/20	Michael McClain	Reviewed and Updated
06/14/21	Michael McClain	Reviewed and Updated



June 2nd, 2021

Board of Education
Canandaigua City School District
143 North Pearl Street
Canandaigua, NY 14424

RE: **Canandaigua City School District - 2020 Capital Improvement Project; Award of Contract 6**

LaBella Project No. 2200128

SED Numbers: Operation Center (OC) 43-03-00-05-0-021-004

Dear Board of Education Members,

This letter summarizes LaBella Associates, D.P.C. review of bids received by the Canandaigua City School District on April 6th, 2021 for the above referenced project. Bids were publically opened and read aloud. Submitted bids included two (2) bid proposals for Contract No. 6 - Bus Wash Work as follows:

Contract No. 6 - Bus Wash Contract

Westmatic Corporation
485 Cayuga Road
Buffalo, NY 14225

Base Bid \$ 160,000

WCB Wash Systems
4570 County Rd.
Canandaigua, NY 14424

Base Bid \$ 168,000

Following the bid opening LaBella Associates conducted interviews with the all bidders for the contract. During the post bid process Westmatic submitted a request to use the Westmatic 3-Brush Rollover Vehicle Wash System as an equivalent to the Nautica 4M gantry Roll-Over Vehicle Washer specified in the bid documents. LaBella reviewed the Westmatic 3-Brush system and determined the system is not an equivalent. Specification Section 111.170 Vehicle Wash System Paragraph 2.3 F. calls for "direct drives on all brushes, and chain drives on the top brush lift and drive mechanisms." Information provided by Westmatic on April 12th 2021 states the Westmatic vehicle wash system "roof brush is electrically controlled with motors and worm gearboxes via maintenance-free cog belts. Chain drives are not acceptable." Based on the information provided by Westmatic, LaBella determined that the Westmatic system is not an approved equivalent therefore the Westmatic bid is not responsive.

As a result, WCB Wash Systems is the lowest responsive bid. At the post bid interview WCB wash systems stated their bid is inclusive of all contract document requirements and work, including all schedule requirements. WCB will provide the specified bus wash system which includes chain drives on the top brush lift and drive mechanisms.

LaBella has retained all the *construction bidder evaluations* and back up information reviewed for equivalent compliance. Additionally, all documents submitted by each contractor at the time of bid have been scanned and retained by LaBella Associates; all documents are available upon request.

It is our recommendation that the Canandaigua City School District Board of Education acknowledge and approve the District's intent to execute contracts with the lowest responsive bidder, WCB Wash Systems, for the Canandaigua City School District - 2020 Capital Improvement Project Contract 6. We recommend the following contract award for your consideration:

Contract No. 6 - Bus Wash Contract - WCB Wash Systems TOTAL \$ 168,000

Please advise us of the Board of Education's approval and we will prepare award letters for the contractors, as well as final forms of contract to be executed by the District and the contractor.

Respectfully submitted,
LaBella Associates, DPC

Stacy Welch, AIA
Project Architect

SECTION 111170 – VEHICLE WASH SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, including description of materials, components, fabrication, finishes, and installation.
- B. Shop Drawings: Submit manufacturer's shop drawings, including elevations, sections, and details, indicating dimensions, tolerances, materials, fabrication, doors, panels, framing, hardware schedule, and finish.
- C. Test Reports: Submit certified test reports from qualified independent testing agency indicating doors comply with specified performance requirements.
- D. Manufacturer's Project References: Submit list of successfully completed projects including project name and location, name of architect, and type and quantity of doors manufactured.
- E. Maintenance Manual: Submit manufacturer's maintenance and cleaning instructions for doors, including maintenance and operating instructions for hardware.
- F. Warranty: Submit manufacturer's standard warranty.

PART 2 - PRODUCT

2.1 2.1 Bus Wash System

- A. Basis of Design: The Model Nautica 4M, 4M-12 4M-14, a gantry type Roll-Over Vehicle Washer (travelling gantry on floor mounted tracks over stationary vehicles) with three full length rotating brushes (one horizontal and two vertical) that will wash and rinse with different selectable programs, front, roof, rear, and both sides of tractor-trailers, buses, vans, motorhomes, and cars and trains.
- B. Or Approved Equal
 - 1. Substitutions: Refer to Substitutions Section 12500 for procedures and submission requirements.

C. DIMENSIONAL SPECIFICATIONS

1. 4M-14 is for vehicles up to 14ft high
2. Length of Unit: 7'6"
3. Width of Unit: 15'5"
4. Overall Height of Unit: 16'5"
5. Length of Unit Running Tracks: 60'0"

2.2 SERVICES

- A. 1" Cold Water Line at 50 PSI
- B. Compressed Air
- C. 3/8" Line at 100 PSI
- D. Electrical Supply Required
 1. 3 Phase, 60HZ, 208/220/230 Volts-30 AMPS, or 460/480 Volts-15 AMPS, or 575/600
 2. Volts-15 AMPS

2.3 TECHNICAL DESCRIPTION

- A. Structural Frame Construction
 1. Steel gantry is made of welded tube 2" x 2" x 1/8" and 2" x 1-1/2" x 1/8". All frame tube construction has reinforced stress points and are double welded. \
 2. Side brush frames are made of 2" x 4" x 1/8" steel, and are housed completely within the Gantry. Gantry shall be covered with baked white aluminum sheet (all sides and roof) to reduce water overspray. Sheets are to be attached to the gantry frame with double sided closed cell foam tape, all aluminum 3/16" rivets with anodized aluminum angle trims on corners, and 30 year life silicone sealer on all seams in splash shield area.
 3. All of the frame and auxiliary structures that are not stainless steel, are hot dipped galvanized, and are 100% corrosion proof.
- B. Electrical System
 1. All motors are totally enclosed 3-phase, squirrel type and are continuous duty rated, 2 drive brake motors 1/2 HP, 1700 RPM each, 2 side brush rotation motors 1.5 HP, 1800 RPM each, 1 top brush rotation motor 2 HP, 1800 RPM, and 1 top brush lift brake motor 3/4 HP, 1700 RPM.
 2. Drive and lift motors as well as rotation motors are interchangeable with each other. All motor cables, motor starters, control relays, and circuit breakers are UL approved.
 3. Each motor shall be protected by adjustable circuit breaker with thermal and instantaneous magnetic trip that may be manually reset.
 4. Circuit breakers shall be temperature compensated at least within 20 degrees - 40 degrees Centigrade (68 degrees - 104 degrees Fahrenheit).
 5. All electrical components, excluding motors, proximity switches, and solenoids, shall be placed inside main electrical control panel which is a sealed, lockable NEMA 4 enclosure with integral through the door disconnect device and door inter-locking hardware to prevent opening door while power is on to the machine.

6. The entire machine shall be pre-wired and factory tested.
7. Control voltage to be 115 Volts, 60 cycle supplied through control transformer in main control panel.
8. Motor starters and control relays shall be heavy-duty industrial type.
9. Push buttons and selector switches shall be of NEMA 4 design. Emergency stop buttons shall be latching twist-to-release mushroom head type.
10. Control panel shall have numbered terminal strips for external wiring.
11. Internal wiring shall be done by using wireways.
12. Limit switches to be proximity type, and to be wired as motor overtravel safeties for drive and lift.
13. Circuit breakers and motor starters shall be equipped with auxiliary contacts to switch off control circuit in event of any motor failure.
14. All control shall be through a pre-programmed logic controller with minimum of 40 input/output points, rated for continuous use in high humidity and shock environment.
15. Top brush shall be controlled by 4 fully adjustable load sensors, that shall maintain smooth even brush pressure against vehicle during operation.
16. Top brush shall be equipped with an adjustable load sensor for safety that shall during operation automatically sense any over-pressure on the vehicle and allow top brush to release over-pressure, thereby washing around large mirrors, door ledges, refrigeration units, etc. without damage.

C. Water System

1. The machine water system shall be capable of functioning on cold water supply with pressure of 30-60 PSI using 20-25 Gallons per minute through one (1) inch service line.
2. All water nozzles and pipes shall be separately removable for cleaning purposes.
3. Soap and optional wax (rinse aid) program shall be automatically operational and the consumption of soap/wax shall be separately adjustable through metering pump systems.
4. Soap and wax containers shall be enclosed in the gantry.
5. All solenoids to be waterproof 115 Volt type.

D. Compressed Air System

1. The machine shall be able to operate at 80-120 PSI, 1-2 CFM, air pressure through 3/8" air line.
2. The function of the pneumatic system is to have a constant, adjustable pressure for side brushes through air cylinders.
3. Side brush air cylinders are duplex type, where the second stroke is activated only with the smaller vehicles to bring the side brushes closer to the centre point.
4. Air cylinders are also used to retract side brushes to manually avoid any antennas, and west coast side mirrors if any.
5. The pneumatic system has an internal water removal and lubrication system.

E. Brushes

1. Brushes are made of polyethylene filaments which are tied into a rubber base. Top brush diameter is 55", side brush diameters are 42". All brushes are in segments and can be separately replaced.
2. All brush shafts shall be flange bearing mounted, direct worm gear drive. Side brushes are to be steel frame supported at top and bottom.
3. All brush rotation shall not exceed 125 RPM, to prevent damage to the vehicle paint finishes and obstacles such as mirrors, etc.
4. The machine shall automatically retract the side brushes and counter rotate (reverse rotation)the side brushes when the machine is half-way through the forward pass wash

cycle, and then re-extend the side brushes without missing any portions of the vehicle sides. The machine shall also automatically counter rotate the top brush at the rear of the vehicle for the reverse pass rinse cycle.

5. The top brush to have an electrical sensing device for the top brush pressure to be precisely adjusted to give optimum washing performance and pressure sensitivity. Sensing device shall automatically compensate for vehicle contact. (i.e. vertical or horizontal surfaces). The top brush lifting mechanism shall consist of plates which carry the top brush and are attached to chains to raise and lower the brush. These chains shall attach at the top and bottom of each plate to form a closed-loop system insuring top brush stays level. No counterweights or cables will be accepted. An automatic tensioner sensor on the chain will sense any increased tension and perform as follows:
 - a. If the chain becomes too tense as top brush is raising during cycle, the top brush will descend and the machine will reverse travel until the tension is released. The top brush will then return onto the vehicle and proceed with the cycle from that point.
 - b. If the chain becomes too tense as the top brush is descending, the top brush will raise for two seconds and then all motors and solenoids will de-activate until the machine is reset for safety.

F. Drives

1. **The machine shall have direct drives on all brushes, and chain drives on the top brush lift and drive mechanisms.**
2. Top brush lift and gantry movement drives are through worm gear reducers at 60:1 ratio, have double output shafts, and are interchangeable. Brush rotation drives are through worm gear reducers at 15:1 ratio, permanently lubricated and sealed, and are interchangeable. All gear reducers are heavy-duty industrial type.
3. Gantry shall be power driven along track rails on four (4) drive wheels. Two drive motors, one on each side, move the machine 30 ft. per minute. Track shall be standard railroad "type", #12 Light Crane Rail. Double flanged drive and idler wheels, and unit mounted lock-pins eliminate the gantry from jumping off running tracks. Drive and idler wheels to be of case hardened to reduce wear on wheels and track. All wheels shall be mounted in heavy duty flange bearings with direct chain drives. Drive wheels shall not be directly mounted on worm gear reducers.
4. The machine shall be equipped with 22ft. long tire guide rails made of 4" diameter pipe, to control alignment of the vehicle up to the machine thus preventing possible damage.
5. Bearings, Quantity and Types, Shall Be:
 - a. 8 Flange type (1-1/4") for drive/idler wheels
 - b. 6 Flange type (1") for brush and pivots
 - c. 2 Pillow block type (1") for top brush lift
 - d. 1 Graphite type (1-1/2") for top brush rotation

G. Supply Cables and Cable Support

1. The machine shall be delivered with a complete service cable/hose and trolley support system complete with support brackets, overhead track, hangers with trolleys and cord straps, and nipples for water and air line connections.

H. OPERATION

1. Basic Operation
 - a. The operator's control panel for the operation of the machine shall have capability to mounted on either side of the machine.
 - b. The machine to have the following three (3) programs:
 - 1) Selection of either 2 or 3 brush automatic wash cycle

- 2) Selection of top brush to wash vehicle either once or twice or not at all
- 3) Selector for small vehicles, bus, or tractor-trailer mode
- c. Machine start and stop. Start push button and red mushroom head stop push button shall be provided on the control panel. Additional red mushroom head stop button shall be mounted on the main electrical cabinet door.
- d. Rinse start push button. This button to restart machine if machine is stopped in rinse cycle, and complete the rinse cycle from that point.
- e. Scrub. The machine shall have capability to have drive stopped at any position in either wash or rinse cycle to give additional scrubbing action, and continue on automatically after stopping.

I. FUNCTIONAL OPERATION

1. The machine shall be able to automatically wash/rinse a bus/tractor-trailer during the cycles required after the unit has been actuated.
2. The machine shall be able to be programmed to do following different wash/rinse cycles automatically.
 - a. Two brush wash: for vehicles with obstacles on the roof, or open top trailers throughout the wash/rinse cycles, the top brush to remain stationary and not rotating in the up position. The two side brushes to perform the normal wash/rinse cycle.
 - b. Three-brush wash: during the wash cycle, the top brush will descent to the front bumper and follow the contours of the vehicle to the rear. At the rear, the brushes reverse rotation as the top brush cleans the rear and along the roof level without descending as the machine moves to the front of the vehicle.
 - c. Partial three-brush wash: same as above, the only difference being the top brush double washes the rear of the vehicle and then raises to the up position, saving time.
3. Automatic back-track system: the machine to have full time built-in automatic backtracking capability for the top brush to clean in both wash and rinse cycles the underside of air- conditioning/refrigeration protrusions positioned at either end of the vehicle.
4. Intensified rear wash cycle: the machine shall be able to keep the top brush pressure constant while washing the rear of the vehicle, i.e. when the pressure is not correct, the gantry shall be able to reverse automatically until the pressure is corrected.
5. Large or small vehicle wash programs: the machine shall have separate selectable wash programs for complete brush coverage for all sizes of vehicles. The programming shall automatically compensate for the different top brush low level positions and side brush extension positions, for large/small vehicles.
6. The machine shall have a programmed selector for adjustable height, to automatically prevent the top brush from descending too low between the tractor-trailer thus preventing the top brush tangling with cables and hose lines.
7. Length of wash/rinse cycles: The machine shall automatically program itself for a shorter bus/tractor-trailer unit without travelling full length of tracks.

PART 3 - Part 3

3.1 INSTALLATION

- A. Install vehicle washing equipment in accordance with manufacturer's instructions and placement drawings.

3.2 MAINTENANCE AND SERVICE

- A. The manufacturer shall provide with the installation, a complete illustrated operating maintenance manual and parts catalogue.
- B. All parts and components shall be readily available.
- C. All operating personnel shall be fully trained by manufacturer's technicians for the operation and maintenance of the unit.

3.3 WARRANTY

- A. The manufacturer's warranty for the machine and all components shall be for one (5) year.

3.4 SUBMITTALS

- A. Submit complete shop drawings, manufacturer's product data, specifications, installation and maintenance instructions for washing equipment as required.

END OF SPECIFICATION 111170

DOCUMENT 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders for Project consist of the following:

1. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.
2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- #### A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 1 - DEFINITIONS

A. .

1. 2.1 The terms "Architect" and "Engineer" appear in the Bidding Documents and shall be synonymous with each other and refer to LaBella Associates, D.P.C. and their Consulting Engineers.

1.4 ARTICLE 2 - BIDDER'S REPRESENTATIONS

A. Add Section 2.1.3.1:

1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

B. Add Section 2.1.6:

1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.5 ARTICLE 3 - BIDDING DOCUMENTS

A. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:

1. Add Section 3.2.2.1:

- a. 3.2.2.1 - Submit Bidder's Requests for Interpretation using form bound in the Project Manual .

B. 3.3 Substitutions

1. 3.3.2 DELETE subparagraph 3.3.2 and replace with following:
 - a. 3.3.2 Equivalents: Where, in these specifications, certain kinds, types, brands or manufacturers of material are names, they shall be regarded as the required standard of quality. Where two or more are names these are presumed to be equal, and the Contractor may select one of those items. If the Contractor desires to use any kind, type brand or manufacture of material other than those named in the specification, he shall indicate in writing, when requested, and prior to award of Contract, what kind, type, brand or manufacture is included in the base bid for the specified items, and when requested, submit information describing in specific detail, wherein it differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer.
2. Add Subparagraph 3.3.5 as follows:
 - a. 3.3.5 For the purpose of bidding documents, the word “products” shall be deemed to include the words “articles”, “materials”, “equipment”, and “methods”. Whenever in the contract documents one or more products are specified, words “similar, equivalent and equal to” shall be deemed inserted.

C. 3.4 - Addenda:

1. Delete Section 3.4.3 and replace with the following:
 - a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.
2. Add Section 3.4.4.1:
 - a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
 - 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
 - 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.6 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add Section 4.1.1.1:
 - a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from Architect .
2. Add Section 4.1.8:

- a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.
3. Add Section 4.1.9:
 - a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
4.
 - a. 4.1.10 - Bids shall include sales and use taxes. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors in the form indicated. Reimbursement of sales and use taxes, if any, shall be applied for by Owner for the sole benefit of Owner.
- B. 4.3 - Submission of Bids:
 1. Add Section 4.3.1.2:
 - a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.
- C. 4.4 - Modification or Withdrawal of Bids:
 1. Add the following sections to 4.4.2:
 - a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
 - b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.
- D. 4.5 - Break-Out Pricing Bid Supplement:
 1. Add Section 4.5:
 - a. 4.5 - Provide detailed cost breakdowns on forms provided no later than two business days following Architect's request.
- E. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:
 1. Add Section 4.6:
 - a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request.

Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.7 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

- a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.8 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add Section 6.1.1:

- a. 6.1.1 - Submit Contractor's Qualification Statement no later than two business days following Architect's request.

B. 6.3 - Submittals:

1. Add Section 6.3.1.4:

- a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

1.9 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Section 7.1.1.1:

- a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

1. Delete the first sentence of Section 7.2.1 and insert the following:

- a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the

Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:
 - a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.10 ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

1.11 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Construction Manager, in such number of counterparts as Owner may require.
2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 002213

DOCUMENT 004116 - BID FORM - STIPULATED SUM (MULTIPLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Westmatic Corporation
- B. Contract No. 6 - Bus Wash Work (BWC-1)
- C. Project Name: Canandaigua CSD 2020 Capital Improvement Project Phase 1.
- D. Project Location: Canandaigua , New York, 14424.
- E. Owner: Canandaigua City School District.
- F. Architect: LaBella Associates
- G. Architect Project Number: 2200128

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by LaBella Associates and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

\$ 160,000.00
(figures)

(Words) One Hundred and Sixty Thousand Dollars

1.3 ~~ALTERNATE:~~

- A. ~~Bidders are to verify scope and impact of each alternate. Bidder must fill in alternate amounts for each alternate. If no dollar impact is determined indicate such below. (Note, indicate whether alternate is add or deduct.)~~

~~1. ALTERNATE 1 : SCHEDULE CHANGES:~~

~~ADD/DEDUCT \$ _____
(figures)~~

~~(Words) _____~~

Not Applicable

1.4 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 7 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated March 5, 2021.
- 2. Addendum No. 2, dated March 11, 2021.
- 3. Addendum No. 3, dated March 12, 2021.
- 4. Addendum No. 4, dated March 19, 2021.
- 5. Addendum No 5, dated March 26, 2021
- 6. Addendum No 6, dated April 1, 2021

1.7 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 NON-COLLUSIVE BIDDING STATEMENT

- A. By submission of this bid/proposal, each bidder and each person signing on behalf of any bidder/proposer, certifies, and in case of a joint bid/proposal, each party hereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:
 - 1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder/Proposer or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this package have not been knowingly disclosed by the Bidder/Proposer prior to the opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
3. No attempt has been made or will be made by the Bidder/Proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 1 day of April, 2021.
- B. Submitted By: Westmatic Corporation (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Scott Witter (Type or print name).
- E. Title: National Sales Director (Owner/Partner/President/Vice President).
- F. Witness By: Lisa Transki (Handwritten signature).
- G. Attest: Lisa Transki (Handwritten signature).
- H. By: Lisa Transki (Type or print name).
- I. Title: Corporate Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 485 Cayuga Rd
- K. City, State, Zip: Buffalo, NY 14225
- L. Phone: 716-243-6792
- M. License No.: CA #103170, UT #11654875-5501, AZ #ROC326256
- N. Federal ID No.: 71-0980723 (Affix Corporate Seal Here).

END OF DOCUMENT 004116

DOCUMENT 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: Westmatic Corporation
- B. Contract No: 6 - Bus Wash Work (BWC-1)
- C. Project Name: Canandaigua CSD 2020 CIP Phase 1
- D. Project Location: Canandaigua NY
- E. Owner: Canandaigua CSD
- F. Architect: LaBella Associates
- G. Architect Project Number: 2200128
- H. Construction Manager: Turner Construction

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 1 day of April, 2021
- B. Submitted By: Westmatic Corporation (Insert name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Scott Witter (Type or print name).
- E. Title: National Sales Director (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: Westmatic Corporation
- B. Contract No. 6- Bus Wash Work (BWC-1)
- C. Project Name: Canandaigua CSD 2020 Capital Improvement Project Phase 1
- D. Project Location: Canandaigua NY
- E. Owner: Canandaigua City School District
- F. Architect Project Number: 2200128
- G. Construction Manager: Turner Construction

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES – GENERAL CONSTRUCTION CONTRACT

- A. Unit-Price No. GC 1-1 HEAVY DUTY ASPHALT
 - 1. _____ dollars (\$ _____) per unit.
- B. Unit-Price No. GC 1-2 STANDARD CONCRETE SIDEWALK
 - 1. _____ dollars (\$ _____) per unit.
- C. Unit-Price No. 3: GC 1-3 SOIL REMOVAL (Crawl space)
 - 1. _____ dollars (\$ _____) per unit.
- D. Unit-Price No. GC 1-4 SOIL REMOVAL (Exterior site):
 - 1. _____ dollars (\$ _____) per unit.

Not Applicable

- ~~E. Unit-Price No. GC 1-5 FLOOR TILE AND MASTIC:
1. _____ dollars (\$ _____) per unit.~~
- ~~F. Unit-Price No. GC 1-6 PIPE INSULATION REMOVAL:
1. _____ dollars (\$ _____) per unit.~~
- ~~G. Unit-Price No. GC 1-7 CEILING REMOVAL:
1. _____ dollars (\$ _____) per unit.~~
- ~~H. Unit-Price No. GC 1-8 ACOUSTICAL CEILING PANELS:
1. _____ dollars (\$ _____) per unit.~~
- ~~I. Unit-Price No. GC 1-9 MOISTURE MITIGATION:
1. _____ dollars (\$ _____) per unit.~~
- ~~J. Unit-Price No. GC 1-10 CONCRETE SLAB REPLACEMENT:
1. _____ dollars (\$ _____) per unit.~~

Not Applicable

~~1.4 UNIT PRICES – MECHANICAL WORK CONTRACT~~

- ~~A. Unit-Price No. MC 2-1 CONTROL VALVE INSTALLATION
1. _____ dollars (\$ _____) per unit.~~

Not Applicable

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 1 day of April, 2021.
- B. Submitted By: Westmatic Corporation (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Scott Witter (Type or print name).
- E. Title: National Sales Director (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

SECTION 004000- IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

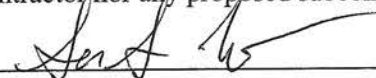
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The School District reserves the right to reject any bid or request for assignment for a Bidder/Contract that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the prohibited entities list.

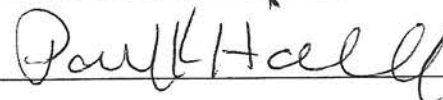
I, Scott Witter, being duly sworn, deposes and says the he/she is National Sales Director of the Westmatic Corporation and that neither Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signature: 

SWORN to before this

Date: APRIL 5, 2021

Pamela K. Hamill
Notary Public, State of New York
Reg. #01HA6305201
Qualified in Erie County
Commission Expires 6/2/2021

Notary Public: 

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVERESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder/contractor or any proposed subcontract is not identified on the Prohibited Entities List. The district reserves the right to undertake any investigations into the information provided herein or to request additional information from the bidder:

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate):

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not have the investments activates increase or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investment in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

Signed: _____

SWORN to before me this
Date: _____

Notary Public: _____

Not Applicable

DOCUMENT 004116 - BID FORM - STIPULATED SUM (MULTIPLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: WCB Wash Systems, LLC
- B. Contract No. 06 Bus Wash Prime Contract (BWC)
- C. Project Name: Canandaigua CSD 2020 Capital Improvement Project Phase 1.
- D. Project Location: Canandaigua, New York, 14424.
- E. Owner: Canandaigua City School District.
- F. Architect: LaBella Associates
- G. Architect Project Number: 2200128

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by LaBella Associates and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

\$ 168,000.00

(figures)

(Words) One Hundred sixty-eight thousand dollars and zero cents.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 7 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

DOCUMENT 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: WCB Wash Systems, LLC
- B. Contract No: 06 Bus Wash Prime Contract (BWC)
- C. Project Name: Canandaigua CSD 2020 CIP Phase 1
- D. Project Location: Canandaigua NY
- E. Owner: Canandaigua CSD
- F. Architect: LaBella Associates
- G. Architect Project Number: 2200128
- H. Construction Manager: Turner Construction

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 5 day of April, 2021
- B. Submitted By: WCB Wash Systems, LLC (Insert name of bidding firm or corporation).
- C. Authorized Signature: Karen L. Benham (Handwritten signature).
- D. Signed By: Karen L. Benham (Type or print name).
- E. Title: Owner (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within calendar days.

Approximately 12-14 wks from day of award

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated 3/5/21.
- 2. Addendum No. 2, dated 3/11/21.
- 3. Addendum No. 3, dated 3/12/21.
- 4. Addendum No. 4, dated 3/19/21.
- 5. " " 5 " 3/26/21
- 6. " " 6 " 4/1/21

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 NON-COLLUSIVE BIDDING STATEMENT

- A. By submission of this bid/proposal, each bidder and each person signing on behalf of any bidder/proposer, certifies, and in case of a joint bid/proposal, each party hereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:

- 1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder/Proposer or with any competitor.
- 2. Unless otherwise required by law, the prices which have been quoted in this package have not been knowingly disclosed by the Bidder/Proposer prior to the opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
- 3. No attempt has been made or will be made by the Bidder/Proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 5 day of April, 2021.

- B. Submitted By: NCB Wash Systems, LLC (Name of bidding firm or corporation).

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: WCB Wash Systems, LLC
- B. Contract No. 06 Bus Wash Prime Contract (BWC)
- C. Project Name: Canandaigua CSD 2020 Capital Improvement Project Phase 1
- D. Project Location: Canandaigua NY
- E. Owner: Canandaigua City School District
- F. Architect Project Number: 2200128
- G. Construction Manager: Turner Construction

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES – GENERAL CONSTRUCTION CONTRACT

- A. Unit-Price No. GC 1-1 HEAVY DUTY ASPHALT
 - 1. N/A dollars (\$ _____) per unit.
- B. Unit-Price No. GC 1-2 STANDARD CONCRETE SIDEWALK
 - 1. N/A dollars (\$ _____) per unit.
- C. Unit-Price No. 3: GC 1-3 SOIL REMOVAL (Crawl space)
 - 1. N/A dollars (\$ _____) per unit.
- D. Unit-Price No. GC 1-4 SOIL REMOVAL (Exterior site):
 - 1. N/A dollars (\$ _____) per unit.

- E. Unit-Price No. GC 1-5 FLOOR TILE AND MASTIC:
 - 1. N/A dollars (\$ _____) per unit.
- F. Unit-Price No. GC 1-6 PIPE INSULATION REMOVAL:
 - 1. N/A dollars (\$ _____) per unit.
- G. Unit-Price No. GC 1-7 CEILING REMOVAL:
 - 1. N/A dollars (\$ _____) per unit.
- H. Unit-Price No. GC 1-8 ACOUSTICAL CEILING PANELS:
 - 1. N/A dollars (\$ _____) per unit.
- I. Unit-Price No. GC 1-9 MOISTURE MITIGATION:
 - 1. N/A dollars (\$ _____) per unit.
- J. Unit-Price No. GC 1-10 CONCRETE SLAB REPLACEMENT:
 - 1. N/A dollars (\$ _____) per unit.

1.4 UNIT PRICES – MECHANICAL WORK CONTRACT

- A. Unit-Price No. MC 2-1 CONTROL VALVE INSTALLATION
 - 1. N/A dollars (\$ _____) per unit.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 5 day of April, 2021.
- B. Submitted By: NCB Wash Systems, LLC (Insert name of bidding firm or corporation).
- C. Authorized Signature: Karen Benham (Handwritten signature).
- D. Signed By: Karen Benham (Type or print name).
- E. Title: Owner (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT

JAVIER NUNEZ
VICE PRESIDENT

JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
ELVIN W. MOON

Francis Tenggardjaja
N/S Corporation
235 W. Florence Avenue
Inglewood, CA 90301

Telephone: 310-330-1227

Models:

BUS, TRAIN AND TRUCK WASH SYSTEMS: HPW-414(B), 5M020, 5M200, 5M220, 5M400, 5M420, SYSTEM-3000, SYSTEM-3100 & NAUTICA-4M. (All vehicle wash systems include water processing system model WWS-220.)

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

OSAMA YOUNAN, P.E.
GENERAL MANAGER
SUPERINTENDENT OF BUILDING

JOHN WEIGHT
EXECUTIVE OFFICER

File Number: M-930105

Effective Date: 08/01/2020

Expiration Date: 08/01/2021

Manufacturer: N/S CORPORATION

Item: VEHICLE WASH SYSTEM

PLEASE REFER TO THE APPLICATION NUMBER ON ALL CORRESPONDENCE, PHONE CALLS & SAMPLES

The item processed under the above file number has been tested, examined and found to comply with applicable Los Angeles Plumbing Code (LAPC) and/or Los Angeles Mechanical Code (LAMC) and is hereby approved unless revoked for cause.

This letter or the letterhead copy may not be reproduced for use in labeling or advertising, but copies of this letter may be used within your organization and shown as evidence of approval.

CONDITIONS OF APPROVAL:

1. An approved reduced pressure principle backflow preventer (RP) shall be installed on each water inlet per Section 94.603.0 of the LAPC, 2020 Edition. A properly industrialized water supply may be used in lieu of a backflow preventer.
2. These vehicle wash systems shall drain into City of Los Angeles approved waste receptors.
3. All of the electrical equipment that is part of this product shall be either currently listed for the intended use by a City of Los Angeles recognized electrical listing agency or be currently approved by the City of Los Angeles Electrical Testing Laboratory.

Each item shall have the name or trademark of manufacturer and model number where it will be visible for inspection.

In order to renew this approval, an application and reexamination fee must be submitted on or before the expiration date shown above. Arrangement shall be made to remove any test samples remaining in the Laboratory. Samples remaining after 21 days from the date of this notice will be shipped collect by the most convenient carrier or disposed of in accordance with applicable regulation.

Irene M Pool Tamayo
Mechanical Testing Laboratory, Test Engineer

NS Corporation wash system Installs in Upstate New York:

Avril Park Central School, Avril Park, NY – 3100 drive thru
Avis Budget Group, Latham NY – Eco 5 TB drive thru
Brockport Central School, Brockport NY – 3100 drive thru
Baldwinsville Central School, Baldwinsville, NY – Nautica 4M rollover
Byron Bergen Central School, Bergen NY – 3100 drive thru
Central Square School District, Central Square NY – 3100 drive thru
CENTRO, Auburn/Oswego/Syracuse & Utica NY – 3100 drive thru
Cherry Valley Central School, Cherry Valley NY – 3100 drive thru
Chittenango Central School, Chittenango NY – 3100 drive thru
Dutchess County Loop, Poughkeepsie NY – 3100 drive thru
Fairport Central School, Fairport NY – Nautica 4M rollover
First Transit Inc., Elmira NY – Nautica 4M rollover
Groton Central School, Groton NY – 3100 drive thru
HFM BOCES, Gloversville NY – 3100 drive thru
Holley Central School, Holley NY – Nautica 4M rollover
Johnson City School, Johnson City NY – 3100 drive thru
Liverpool Central School, Liverpool NY – 3100 drive thru
Madison Oneida BOCES, Oneida NY – 3100 drive thru
Marcus Whitman Central School, Rushville NY – 3100 drive thru
Marion Central School, Marion NY – 3100 drive thru
Naples Central School, Naples NY – Nautica 4M rollover
Owego Apalachin Central School, Owego NY – 3100 drive thru
Oxford Central School, Oxford NY – 3100 drive thru
Windsor Central School, Windsor NY – 3100 drive thru

SECTION 004000- IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The School District reserves the right to reject any bid or request for assignment for a Bidder/Contract that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the prohibited entities list.

I, Karen Benham, being duly sworn, deposes and says the he/she is owner of the WCB Wash Systems, LLC Corporation and that neither Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signature: Karen Benham

SWORN to before this APRIL 5th, 2021

Date: 4/5/2021

Notary Public: Christopher Bross

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVERESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder/contractor or any proposed subcontract is not identified on the Prohibited Entities List. The district reserves the right to undertake any investigations into the information provided herein or to request additional information from the bidder:

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate):

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not have the investments activates increase or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investment in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

_____ N/A

I, being duly sworn, deposes and says that he/she is the JFH of the APRIL 2021 Corporation and the foregoing is true and accurate.

Signed: Nancy J. DeBano

SWORN to before me this
Date: APRIL 21 2021

Notary Public: Christopher Cross

- C. Authorized Signature: Karen L Benham (Handwritten signature).
- D. Signed By: Karen L Benham (Type or print name).
- E. Title: Owner (Owner/Partner/President/Vice President).
- F. Witness By: Rick Benham (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: Rick Benham (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: 4570 County Rd 4 Po Box 1164.
- K. City, State, Zip: Canandaigua, NY 14424.
- L. Phone: 585-734-7560.
- M. License No.: _____.
- N. Federal ID No.: 84-4897483 (Affix Corporate Seal Here).

END OF DOCUMENT 004116

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: WCB Wash Systems, LLC
- B. Contract No. 06 Bus Wash Prime Contract (BWC)
- C. Project Name: Canandaigua CSD 2020 Capital Improvement Project Phase 1
- D. Project Location: Canandaigua NY
- E. Owner: Canandaigua City School District
- F. Architect Project Number: 2200128
- G. Construction Manager: Turner Construction

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES – GENERAL CONSTRUCTION CONTRACT

- A. Unit-Price No. GC 1-1 HEAVY DUTY ASPHALT
 - 1. N/A dollars (\$ _____) per unit.
- B. Unit-Price No. GC 1-2 STANDARD CONCRETE SIDEWALK
 - 1. N/A dollars (\$ _____) per unit.
- C. Unit-Price No. 3: GC 1-3 SOIL REMOVAL (Crawl space)
 - 1. N/A dollars (\$ _____) per unit.
- D. Unit-Price No. GC 1-4 SOIL REMOVAL (Exterior site):
 - 1. N/A dollars (\$ _____) per unit.

E. Unit-Price No. GC 1-5 FLOOR TILE AND MASTIC:

1. N/A dollars (\$ _____) per unit.

F. Unit-Price No. GC 1-6 PIPE INSULATION REMOVAL:

1. N/A dollars (\$ _____) per unit.

G. Unit-Price No. GC 1-7 CEILING REMOVAL:

1. N/A dollars (\$ _____) per unit.

H. Unit-Price No. GC 1-8 ACOUSTICAL CEILING PANELS:

1. N/A dollars (\$ _____) per unit.

I. Unit-Price No. GC 1-9 MOISTURE MITIGATION:

1. N/A dollars (\$ _____) per unit.

J. Unit-Price No. GC 1-10 CONCRETE SLAB REPLACEMENT:

1. N/A dollars (\$ _____) per unit.

1.4 UNIT PRICES – MECHANICAL WORK CONTRACT

A. Unit-Price No. MC 2-1 CONTROL VALVE INSTALLATION

1. N/A dollars (\$ _____) per unit.

1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 5 day of April, 2021.

B. Submitted By: WCB Wash Systems, LLC (Insert name of bidding firm or corporation).

C. Authorized Signature: Karen Benham (Handwritten signature).

D. Signed By: Karen Benham (Type or print name).

E. Title: owner (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

**BOARD OF
BUILDING AND SAFETY
COMMISSIONERS**

VAN AMBATIELOS
PRESIDENT

JAVIER NUNEZ
VICE PRESIDENT

JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
ELVIN W. MOON

Francis Tenggardjaja
N/S Corporation
235 W. Florence Avenue
Inglewood, CA 90301

Telephone: 310-330-1227

Models:

BUS, TRAIN AND TRUCK WASH SYSTEMS: HPW-414(B), 5M020, 5M200, 5M220, 5M400, 5M420, SYSTEM-3000, SYSTEM-3100 & NAUTICA-4M. (All vehicle wash systems include water processing system model WWS-220.)

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
BUILDING AND SAFETY**
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

OSAMA YOUNAN, P.E.
GENERAL MANAGER
SUPERINTENDENT OF BUILDING

JOHN WEIGHT
EXECUTIVE OFFICER

File Number: M-930105

Effective Date: 08/01/2020

Expiration Date: 08/01/2021

Manufacturer: N/S CORPORATION

Item: VEHICLE WASH SYSTEM

PLEASE REFER TO THE APPLICATION NUMBER ON ALL CORRESPONDENCE, PHONE CALLS & SAMPLES

The item processed under the above file number has been tested, examined and found to comply with applicable Los Angeles Plumbing Code (LAPC) and/or Los Angeles Mechanical Code (LAMC) and is hereby approved unless revoked for cause.

This letter or the letterhead copy may not be reproduced for use in labeling or advertising, but copies of this letter may be used within your organization and shown as evidence of approval.

CONDITIONS OF APPROVAL:

- 1. An approved reduced pressure principle backflow preventer (RP) shall be installed on each water inlet per Section 94.603.0 of the LAPC, 2020 Edition. A properly industrialized water supply may be used in lieu of a backflow preventer.**
- 2. These vehicle wash systems shall drain into City of Los Angeles approved waste receptors.**
- 3. All of the electrical equipment that is part of this product shall be either currently listed for the intended use by a City of Los Angeles recognized electrical listing agency or be currently approved by the City of Los Angeles Electrical Testing Laboratory.**

Each item shall have the name or trademark of manufacturer and model number where it will be visible for inspection.

In order to renew this approval, an application and reexamination fee must be submitted on or before the expiration date shown above. Arrangement shall be made to remove any test samples remaining in the Laboratory. Samples remaining after 21 days from the date of this notice will be shipped collect by the most convenient carrier or disposed of in accordance with applicable regulation.

Irene M Pool Tamayo
Mechanical Testing Laboratory, Test Engineer

NS Corporation wash system Installs in Upstate New York:

Avril Park Central School, Avril Park, NY – 3100 drive thru
Avis Budget Group, Latham NY – Eco 5 TB drive thru
Brockport Central School, Brockport NY – 3100 drive thru
Baldwinsville Central School, Baldwinsville, NY – Nautica 4M rollover
Byron Bergen Central School, Bergen NY – 3100 drive thru
Central Square School District, Central Square NY – 3100 drive thru
CENTRO, Auburn/Oswego/Syracuse & Utica NY – 3100 drive thru
Cherry Valley Central School, Cherry Valley NY – 3100 drive thru
Chittenango Central School, Chittenango NY – 3100 drive thru
Dutchess County Loop, Poughkeepsie NY – 3100 drive thru
Fairport Central School, Fairport NY – Nautica 4M rollover
First Transit Inc., Elmira NY – Nautica 4M rollover
Groton Central School, Groton NY – 3100 drive thru
HFM BOCES, Gloversville NY – 3100 drive thru
Holley Central School, Holley NY – Nautica 4M rollover
Johnson City School, Johnson City NY – 3100 drive thru
Liverpool Central School, Liverpool NY – 3100 drive thru
Madison Oneida BOCES, Oneida NY – 3100 drive thru
Marcus Whitman Central School, Rushville NY – 3100 drive thru
Marion Central School, Marion NY – 3100 drive thru
Naples Central School, Naples NY – Nautica 4M rollover
Owego Apalachin Central School, Owego NY – 3100 drive thru
Oxford Central School, Oxford NY – 3100 drive thru
Windsor Central School, Windsor NY – 3100 drive thru

BID ADDENDUM NO. 5

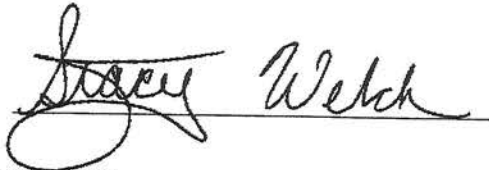
Project: **CANANDAIGUA CITY SCHOOL DISTRICT- PHASE 1
2020 CIP
143 North Pearl St.
Canandaigua, NY 14424**

Date: March 26th , 2021

From: LaBella Associates
300 State Street, Suite 201
Rochester, NY 14614

Include this Addendum as part of the Contract Documents. It supplements portions of the original specifications/project manual and drawings, the extent of which shall remain, except as revised herein:

BY:



Stacy Welch | AIA
LaBella Associates, D.P.C.
300 State Street, Suite 201
Rochester, NY 14614
585.402.7054
swelch@labellapc.com

BID ADDENDUM NO. 6

Project: **CANANDAIGUA CITY SCHOOL DISTRICT- PHASE 1
2020 CIP
143 North Pearl St.
Canandaigua, NY 14424**

Date: April 1st, 2021

From: LaBella Associates
300 State Street, Suite 201
Rochester, NY 14614

Include this Addendum as part of the Contract Documents. It supplements portions of the original specifications/project manual and drawings, the extent of which shall remain, except as revised herein:

BY:



Christopher Kozub | AIA
LaBella Associates, D.P.C.
300 State Street, Suite 201
Rochester, NY 14614
585.402.7098
ckozub@labellapc.com

- C. Authorized Signature: Karen L Benham (Handwritten signature).
- D. Signed By: Karen L Benham (Type or print name).
- E. Title: Owner (Owner/Partner/President/Vice President).
- F. Witness By: Nick Benham (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: Nick Benham (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: 4570 County Rd 4 PO Box 1164
- K. City, State, Zip: Canandaigua, NY 14424
- L. Phone: 585.734.7560
- M. License No.: _____
- N. Federal ID No.: 84-4897483 (Affix Corporate Seal Here).

END OF DOCUMENT 004116

BID ADDENDUM NO. 5

Project: **CANANDAIGUA CITY SCHOOL DISTRICT- PHASE 1
2020 CIP
143 North Pearl St.
Canandaigua, NY 14424**

Date: March 26th, 2021

From: LaBella Associates
300 State Street, Suite 201
Rochester, NY 14614

Include this Addendum as part of the Contract Documents. It supplements portions of the original specifications/project manual and drawings, the extent of which shall remain, except as revised herein:

BY:



Stacy Welch | AIA
LaBella Associates, D.P.C.
300 State Street, Suite 201
Rochester, NY 14614
585.402.7054
swelch@labellapc.com

BID ADDENDUM NO. 6

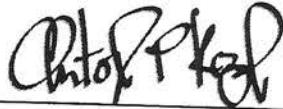
Project: **CANANDAIGUA CITY SCHOOL DISTRICT- PHASE 1
2020 CIP
143 North Pearl St.
Canandaigua, NY 14424**

Date: April 1st, 2021

From: LaBella Associates
300 State Street, Suite 201
Rochester, NY 14614

Include this Addendum as part of the Contract Documents. It supplements portions of the original specifications/project manual and drawings, the extent of which shall remain, except as revised herein:

BY:



Christopher Kozub | AIA
LaBella Associates, D.P.C.
300 State Street, Suite 201
Rochester, NY 14614
585.402.7098
ckozub@labellapc.com

SECTION 004000- IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The School District reserves the right to reject any bid or request for assignment for a Bidder/Contract that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the prohibited entities list.

I, Karen L. Benham, being duly sworn, deposes and says the he/she is owner of the WCB Wash Systems LLC Corporation and that neither Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signature: Karen L. Benham

SWORN to before this

Date: 4/5/2021

Notary Public: Christopher Bross

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVERESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder/contractor or any proposed subcontract is not identified on the Prohibited Entities List. The district reserves the right to undertake any investigations into the information provided herein or to request additional information from the bidder:

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate):

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not have the investments activates increase or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investment in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, being duly sworn, deposes and says that he/she is the JFK of the APRIL 2021 Corporation and the foregoing is true and accurate.

Signed: Karen L. Deaton

SWORN to before me this
Date: 4/5/2021

Notary Public: Christopher W. Bross

CHRISTOPHER BROSS
Notary Public, State of New York
Reg. No. 01BR6028423
Qualified in Monroe County
Commission Expires Aug. 2, 2021

DOCUMENT 004116 - BID FORM - STIPULATED SUM (MULTIPLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: WCB Wash Systems, LLC
- B. Contract No. 06 - Bus Wash Prime Contract (BWC)
- C. Project Name: Canandaigua CSD 2020 Capital Improvement Project Phase 1.
- D. Project Location: Canandaigua , New York, 14424.
- E. Owner: Canandaigua City School District.
- F. Architect: LaBella Associates
- G. Architect Project Number: 2200128

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by LaBella Associates and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

\$ 168,000.00

(figures)

(Words) One Hundred sixty eight thousand dollars and zero cents.

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 7 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

DOCUMENT 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: WCB Wash Systems, LLC
- B. Contract No: 06 Bus Wash Prime Contract (BWC)
- C. Project Name: Canandaigua CSD 2020 CIP Phase 1
- D. Project Location: Canandaigua NY
- E. Owner: Canandaigua CSD
- F. Architect: LaBella Associates
- G. Architect Project Number: 2200128
- H. Construction Manager: Turner Construction

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 5 day of April, 2021
- B. Submitted By: WCB Wash Systems, LLC (Insert name of bidding firm or corporation).
- C. Authorized Signature: Karen L Benham (Handwritten signature).
- D. Signed By: Karen L Benham (Type or print name).
- E. Title: Owner (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within calendar days.

Approximately 12-14 wks from day of award

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/5/21.
2. Addendum No. 2, dated 3/11/21.
3. Addendum No. 3, dated 3/12/21.
4. Addendum No. 4, dated 3/19/21.
5. " " 5 " 3/26/21
6. " " 6 " 4/1/21

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 NON-COLLUSIVE BIDDING STATEMENT

- A. By submission of this bid/proposal, each bidder and each person signing on behalf of any bidder/proposer, certifies, and in case of a joint bid/proposal, each party hereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder/Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this package have not been knowingly disclosed by the Bidder/Proposer prior to the opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
3. No attempt has been made or will be made by the Bidder/Proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

1.8 SUBMISSION OF BID

- A. Respectfully submitted this 5 day of April, 2021.

- B. Submitted By: WCB Wash Systems, LLC (Name of bidding firm or corporation).

AGREEMENT

between

THE SUPERINTENDNET OF SCHOOLS
OF THE CITY SCHOOL DISTRICT
OF THE CITY OF CANANDAIGUA

and

THE CANANDAIGUA CITY SCHOOL DISTRICT
MONITOR'S ASSOCIATION

Effective

JULY 1, 2021 – JUNE 30, 2024

MONITOR AGREEMENT -- JULY 1, 2021 - JUNE 30, 2024

I. PREAMBLE

THIS AGREEMENT IS MADE THIS 1st day of July 2021, by and Between the SUPERINTENDENT OF SCHOOLS OF THE CANANDAIGUA CITY SCHOOL DISTRICT, hereinafter referred to as the DISTRICT, and the CANANDAIGUA CITY SCHOOL DISTRICT MONITORS' ASSOCIATION, hereinafter referred to as the ASSOCIATION.

II. DURATION

This Agreement shall become effective July 1, 2021 and continue until June 30, 2024.

III. RECOGNITION

The Canandaigua City School District hereby recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employees' Fair Employment Act, for regularly employed non-instructional personnel employed by the District in the capacity of cafeteria monitors, playground monitors, and school bus monitors.

IV. DEFINITION

Full-time monitors are those whose regular work schedule is five (5) hours or more per day. Part-time monitors are those whose regular work schedule is less than five (5) hours per day.

Unit members may hold two or more part-time positions entitling the unit member to membership in two or more Associations. Unit members who are appointed to two or more associations shall only be entitled to the contractual benefits associated with the primary position for which they are appointed during a given school year.

The primary position is defined as the part-time position held by the unit member with the greatest number of hours designated during a given school year. Unit members who hold multiple part-time positions in two or more Associations are not entitled to duplicate benefits.

Unit members holding multiple part-time positions with the District will be entitled to payment during an absence covered by sick leave or personal leave time for the amount of time the unit member would have worked on the day of absence, regardless of whether the unit member would have worked in two or more part-time positions on that day.

- a. Example: A unit member working 3.5 hours per day in Position A (covered by Contract A) and 3.0 hours per day in Position B (covered by Contract B), normally earns \$100.00/day as the combined total for both position's earnings. If this unit member takes an approved sick day, the unit member

MONITOR AGREEMENT -- JULY 1, 2021 - JUNE 30, 2024

would be entitled to the leave benefits as defined in Contract A, but would receive payment in the amount of \$100.00 for the sick day.

Unit members holding two or more part-time positions in two or more associations will be entitled to use accrued sick leave subject to the parameters outlined in the collective bargaining agreement covering the primary position held by the unit member.

To be eligible for sick leave or personal leave benefits, a unit member must otherwise have rights to such benefits under each association and for each position held.

To be eligible for sick leave or personal leave benefits, a unit member must have not exhausted their contractual leave allotments for each association and position held.

Any entitlement to payment for accrued sick leave shall only exist based on the primary position of the unit member and shall be paid in accordance with the terms of the collective bargaining agreement covering the primary position held by the unit member at the time of his/her retirement from the District.

V. LEAVE: PERSONAL DAYS

A. Each full-time monitor shall be allowed two (2) days per year and each part-time monitor shall be allowed one (1) day per year of leave with full pay for the purpose of transacting or attending to personal, legal, business, or family matters which require absence during working hours. Such leave shall be available for reasons of hardship or pressing need, such as a personal legal matter, attending a graduation or wedding ceremony of a son or daughter or other similar matters. It is understood that this listing of permissible uses of personal leave is not meant to be exhaustive, but merely a guide to the types of absence contemplated by this section. The leave shall not be used merely for personal convenience or pleasure or on matters such as shopping, hunting, vacations, or similar purposes. The Association member shall give the building administrator written notice on the form provided to request such leave at least two (2) school days prior to the day of the proposed absence. In an emergency situation the two-day period may be waived upon written request to the building administration. It is not necessary to indicate the specific reason for taking such leave, but it shall be indicated that in the Association member's opinion, the need is personal, business, or family related and that the matter cannot be satisfactorily dealt with at a time other than during normal working hours. If the personal day extends any vacation period, the employee will be required to provide a reason for the personal day to their Supervisor.

One additional day may be granted upon the approval of the Superintendent. Such requests must be submitted by the monitor in writing to the Superintendent no later than two (2) days prior to the day requested. A denial is not subject to the grievance procedure.

B. A notification form may be obtained from the building secretary in each building.

VI. LEAVE: SICK DAYS

- A. Newly employed full-time and part-time Association personnel will earn one paid sick leave day for each month worked for the first five (5) months of employment. Paid sick leave benefits may be carried over year to year. After five (5) years of employment, the sick days per year will increase to seven (7) days. Sick leave days are accrued based on number of days worked.
- B. At the end of each contract year, if requested by October 15th, unused earned sick days for the year will be paid out at the rate of \$25.00 per day. This payment will be made through payroll by the first pay period in November. If an employee elects to bank sick days for service credit, the employee will not receive payout as described above.
- C. In the event that an Association member requests and is granted an extended unpaid leave of absence, defined as two (2) weeks or more, the Association member must provide a written declaration of the reason for the leave, their intent to return to work, and the planned date of return. This request must be made in writing to the Superintendent of Schools 30 calendar days prior to the proposed leave date.

VII. LEAVE: EMERGENCY DAYS

- A. Monitors will be paid for up to two (2) emergency days (school closings) during each school year. Personal days may be used by unit members if there are more than two (2) emergency days in a school year.

VIII. EMERGENCY LEAVE FOR CRITICAL ILLNESS OR DEATH IN THE IMMEDIATE FAMILY

- A. Critical illness means a “life or death” situation that the attending physician considers sufficiently serious to require the staff member's presence at the bedside of the sick or injured immediate family member.
- B. Immediate family means: husband, wife, child, father and mother; brothers and sisters; grandfather, grandmother, and grandchild; father- in-law and mother-in-law; brother-in-law and sister-in-law; plus any other members of the same home.
- C. Up to three (3) days absence with pay will be allowed for each critical illness or death in the immediate family as defined in paragraph “B”. For purposes of death in the family, the definition of family shall be all those listed in paragraph “B” above. Leave periods described in this paragraph may be extended, without pay, at the discretion of the Superintendent and upon written request two days prior to the requested leave date.
- D. The employee may be asked to present a certificate from the attending physician when requesting leave for critical illness in the immediate family or a death certificate when requesting bereavement leave.

IX. TOWELS

The School District will furnish towels for use in each building. The School District will also assume the responsibility for the washing of towels.

X. HOLIDAYS

All Association members will be provided ten paid holidays as follows:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

*If Christmas Eve is not a holiday, a replacement holiday will be mutually selected by the Association president and the Superintendent or his/her designee on a day when students are not in attendance.

XI. HEALTH INSURANCE

A. The District will provide a choice of health insurance options offered through the Finger Lakes Area School Health Plan or its successor.

The District will contribute the following towards the cost of the plan for full-time employees:

Healthy Blue w/co-pay	90%
Healthy Blue High Deductible	100%

The District will contribute the following towards the cost of the plan for part-time employees who work 2.5 hours per day or more:

Healthy Blue w/co-pay	80%
Healthy Blue High Deductible	90%

For employees hired after June 30, 2018, the District Contribution toward health insurance premiums will be 100% of the HDHP plan for full-time employees and 90% for part-time employees. The District will contribute 50% of the deductible for the HDHP plan. The Employee may use this total District Contribution toward cost of the HDHP plan or the Healthy Blue plan.

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The District will not contribute towards the cost of the plan for part-time employees who work less than 2.5 hours per day.

- B. The District will pay 50 percent of dental insurance coverage for dental plans offered by the District for full-time employees. The District will pay 25 percent of dental insurance premiums for part-time employees. The employee will pay for insurance by payroll deduction. For the purposes of the Dental Insurance, full-time and part-time are defined above in this section.

Part-time monitors who work 2.5 hours per day or less are not eligible for a District contribution to a dental insurance premium. The employee may elect to participate in a group dental plan offered, but must pay 100% of the premium.

- C. In the event that federal or state legislation, rules and/or regulations impact in any way the health insurance plan, carrier, costs and/or benefits provided for herein (including, but not limited to, legislation, rules or regulations raising a question as to whether the health insurance benefits provided for herein meet the “minimum essential benefits” standard) during the term of this Agreement, or if any other federal or state law or regulation impacts any of the provisions of this section or agreement, either party may immediately reopen negotiations on the issues of health care, upon ten (10) calendar days prior notice.

XII. BENEFITS

A. Special Pay Plan:

- (1) The District will contribute additional compensation in the amount of \$150 for each full-time and \$75 for each part-time Association member through payroll. In order to be eligible for this contribution, the Association member must be employed by the District as of October 1st of the then current contract year. This contribution shall occur the first payroll of October.
- (2) Further, if Association member(s) uses four (4) days or less of sick time and use no unpaid leave time, an additional \$75 will be paid to the employee through payroll at the conclusion of the current contract year. Half-day requests will be considered as one full day.
- (3) The special pay plan will comply with all Federal IRS rules and regulations that apply to such plans. It is understood by the parties that a special pay plan shall result in no additional taxes to the employee, provided the employee withdraws funds from the special pay plan in accordance with all Federal IRS rules.

B. Flexible Spending Account:

The District will establish a Flexible Spending Account (FSA) under IRS guidelines for Section 125 plans for uninsured medical expenses and dependent child care. Each member may elect to contribute a portion of his/her salary into this account up to the amount allowable by law. Elections shall be effective on October 1 and shall run from October 1 to September 30. Effective July 1, 2019, elections shall be effective on July 1 and shall run from July 1 to June 30.

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Administrative costs will be paid by the District. An accrual of \$500 maximum will be allowed to be rolled into the following plan year.

- C. Effective October 1, 2016, the administrative costs for the plan will be borne 100% by the Association members. The district will not incur any administrative costs for the plan.

XIII. SICK LEAVE RESERVE

1. The Board will make provision for a sick leave reserve to aid unit members who suffer prolonged illness and whose sick leave becomes exhausted during an extended period of illness. The intent of the sick reserve is to provide a safety net for those members who suffer a long-term illness or injury. The reserve is not intended to provide salary continuity for short-term illness or injury nor is it intended to cover cosmetic or elective procedures. Wherever possible, the member shall schedule procedures or treatments during the summer or at other times that would minimize absence from work.
2. All employees will be automatically enrolled in the Sick Leave Reserve.
 - a. Each newly hired employee has thirty (30) calendar days from their date of hire to opt out of the Sick Leave Reserve.
 - b. Employees who have not previously drawn from the Sick Leave Reserve shall also be permitted to opt out of the Sick Leave Reserve when the District requests each employee to contribute an additional day (when available days fall below 25).
 - c. Participants must re-contribute one (1) day to maintain membership. If the Reserve falls below 25 days, the Board will contribute 65 days. Unused days will carry over into the next school year.
 - d. An employee who has previously “opted out” of sick bank will be re-enrolled as a sick bank member only when the sick bank reserve falls below 25 days and added days are donated by members and the district.
 - e. Any member may “opt out” of sick bank by completing the available sick bank “Opt Out form” within 10 days of the time that members are notified that days will be donated due to the reserve falling below 25 days.

*Unit members who draw from the Sick Bank shall be required to remain enrolled in the Sick Leave Reserve for the duration of their employment in the District.

3. In order to be eligible to use the sick reserve, the member must be suffering from a disabling illness or injury that prevents the member from performing the essential duties of the position.
4. Unit members may use sick leave reserve days upon the following terms and under the following conditions:
 - a. the unit member must be an employee of the District on active status;

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- b. the unit member must not have opted out of sick bank and thus, must have donated at least one (1) day of sick leave to the reserve as entry to sick bank reserve as well as contributing a day to the reserve when it fell below 25 days in maintaining membership;
- c. the unit member must have been absent with the same qualifying illness or injury for 20 unpaid, consecutive work days following exhaustion of regular paid sick leave.
 - i. In the case of 12-month employees, the unit member may use vacation days to offset the number of unpaid days (ex. Use of two vacation days will reduce the number of unpaid days to 18).
 - ii. All unit members may offset the number of unpaid days by the number of days they have donated to the Sick Leave Reserve since 2000.
- d. the unit member must submit verification of the medical condition by the physician subject to the approval of the supervising school physician;
- e. if recurrence or continuation into the following school year of the same illness requires additional absences, the requirement under 5c will be waived and the unit member may be eligible for additional days but not to exceed the maximum number of school days allowed per school year.

The conditions defined above in paragraph 5 apply for each request to the Sick Leave Reserve.

- 5. There will be limited number of Sick Leave days per unit member per school year whereby an employee who has been a contributor* for –
 - 0-5 years may receive up to 30 days per year
 - 6-10 years may receive up to 60 days per year
 - 11+ years may receive up to 90 days per year

The total cumulative use any employee may make of the reserve is 180 days.

- 6. Unit members approved for Sick Leave Reserve days may not accept additional employment outside of the District. The employee may keep his/her existing part-time job outside of the District at the current number of hours. A physician's note must be provided that substantiates the employee's ability to work his/her part-time job but not the District position.
- 7. A committee consisting of the Association President or his/her designee from each employee unit and the District Administrative designee shall administer the reserve. The committee shall review requests and make recommendations to the Superintendent for the use of sick leave reserve. The final decision for granting of sick leave allowance from the sick leave reserve rests with the Superintendent of Schools.
- 8. New members who do not have a day to contribute to the Reserve may not draw from the Sick Leave Reserve until he/she is able to contribute a day.

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9. Continuing members who do not have a day to contribute may remain in the Reserve but will have a day taken from their allocation of days given at the start of the next school year.

10. This article is not subject to grievance.

*Does not require consecutive years of contribution.

XIV. RETIREMENT BENEFITS

- A. The Board of Education has elected the option available under the Retirement System so that unused sick leave earned prior to 2007 may be credited toward the length of service at the time of retirement.
- B. The Board of Education has elected to provide the death benefit option available under the New York State Employees' Retirement System, Section 60b.
- C. All members of this Association are eligible to participate in the New York State Employees' Retirement program contributing part of their salary as determined and required by law.

XV. SALARY

A. Wages:

Title	2021-22	2022-23	2023-24
Monitor	\$12.98	\$13.37	\$13.77

Current employees will receive a wage increase to \$0.05 above the starting wage or a 3% increase to their current rate, whichever is greater. In addition, Unit Members will receive an increase in 2021-2022 of \$.05 cents for every year they have been employed with the District. If at any time of the contract the minimum wage is higher than a current employees wage, the employees wage will go to \$0.05 above minimum wage and the starting wage will move to minimum wage.

- B. In the event that an Association member substitutes in another area, she or he shall receive that rate currently in effect for substitutes in that area, or the regular rate, whichever is higher.
- C. Monitors whose regular work day begins before the official announcement of school closing and who report to work in good faith shall be paid for four hours or the number of hours in the regularly scheduled shift, whichever is less, at the basic minimum wage rate. All Association members continue to be responsible to listen to the approved radio stations for school closing information.

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- D. Monitors will be paid up to four hours at their regular hourly rate for attendance at area conferences. This provision is limited to those conferences, which they are required to attend, and to not more than two per school year that have been preapproved in writing by the supervisor.
- E. When a payday falls on a vacation day, checks will be issued on the last day of work preceding the vacation day, whenever possible.

XVI. LONGEVITY SUPPLEMENTAL

After completion of the 2nd year of continuous service, Association members shall receive \$75.00. After the completion of the 5th year of continuous service, Association members shall receive \$150. After completion of the 10th, 15th, 20th, and 25th consecutive year of service, Association members shall receive an amount of \$500. The amount shall be payable on the first full pay period in the September following the 10th, 15th, 20th, and 25th anniversary date of full or part-time service. The anniversary date of an employee hired prior to March 1 of any school year shall be calculated on the previous July 1. The anniversary date of an employee hired after March 1 of any year shall be calculated on July 1 of that year.

XVII. NOTICE OF VACANCIES

The District shall post all permanent vacancies within the Association in each building.

XVIII. CONTINUATION OF EMPLOYMENT

- A. Persons designated to be included in the Association who were employed during any school year will be assured continuous employment in the same or similar position for the following school year, including periods following school vacations and holidays, unless 7 days notice is given that employment will be terminated or position abolished.
- B. Persons designated to be included in the Association who are employed for the first time in any school year will be assured continuous employment in the same or similar position for the balance of the school year, including periods following school vacations and holidays, unless 7 days notice is given that employment will be terminated or position abolished.
- C. Customary vacation periods will be observed in accordance with the official District calendar. It is expected that each employee of this Association will return to work on the first scheduled workday for his/her particular position following each holiday or vacation recess occurring during any school year.

XIX. SENIORITY

For purposes of this article only, District seniority shall be defined as the total length of service the unit member has accrued in the Monitor Employees' Association, adjusted for

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any breaks in service and/or unpaid leaves of absence. In the event the District reduces staff in the Monitor Employees' Association, the following rules should apply:

- (1) Temporary, casual, and substitute appointments will be laid off first in the applicable classification.
- (2) The least senior individual within the classification affected will be reduced first and remaining layoffs will be made in inverse order of seniority. The classifications are cafeteria monitors, playground monitors, and school bus monitors.
- (3) The District will notify the affected employee 7 calendar days prior to the layoff where possible.
- (4) A recall list will be established for each classification abolished. The order of the list will be based on total years of service in the District's Monitor Employees' Association.
- (5) A unit member's name will be removed from the recall list in the following circumstances: where he/she accepts the position in the same classification and with the same number of hours as the abolished position, or upon expiration of one year, or non-acceptance or non-responsive to a recall letter, as more fully outlined in number 6 below.
- (6) The District will send notices of all full-time and part-time vacant positions to those unit members still on the recall list via certified mail, return receipt requested. Substitute, temporary and casual positions will not be offered to those unit members on the recall list. The employee will have one calendar week from the date of receipt to respond to the written notice of a vacant position. The employee's failure to respond in writing within one calendar week to accept any vacant position will be construed as non-acceptance, the employee's name will be immediately removed from the recall list, and the District has no other obligations to the employee. If the employee does not accept the recalled position at the time it is offered and that position is the same classification and the same number of hours of the position laid off from, his/her name shall be immediately removed from the recall list.
- (7) This Article is not applicable to a voluntary reduction to a part-time position but is applicable to an involuntary reduction to part-time.

XX. IN-SERVICE TRAINING

Up to four (4) in-service training sessions may be held during each school year. Employees will be required to attend these sessions and will be paid at his or her regular rate for their attendance.

XXI. SPECIAL PAY PLAN

The Association may take part in a tax sheltered annuity program, also known as a 403(b) program, provided by a Board approved investment company designated by the individual Association member wishing to take advantage of the program.

XXII. TIME CLOCK PROCEDURE

It is expected that all unit members will use the time clock system to record hours worked. A unit member shall “punch in” no earlier than seven (7) minutes before his/her work period begins. A unit member shall “punch out” no later than seven (7) minutes after his/her work period ends. The responsibility for keeping accurate hours of work is that of the individual unit member. A unit member may only “punch” for himself. Unit members who knowingly falsify information by punching in or out incorrectly, or who punch in or out for another employee, are subject to the disciplinary procedures in this Agreement.

XXIII. SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect.

XXIV. LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore, shall not become effective until the legislative body has given approval.

XXV. ZIPPER CLAUSE

The Superintendent and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Superintendent and the Association agree that to promote a stable relationship, neither party shall, for the duration of this Agreement, be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

XXVI. MANAGEMENT RIGHTS CLAUSE

Any employee covered by the provisions of this Agreement shall be free to join, refrain from joining, or withdraw from the Union without fear of coercion, reprisal, or penalty from the Association, its Agents, or the District and its Agents.

IN WITNESS THEREOF, the parties hereunto set their hands

and seals this _____ day of _____, 2021.

SUPERINTENDENT OF SCHOOLS OF THE CITY SCHOOL DISTRICT OF THE
CITY OF CANANDAIGUA, NEW YORK

By _____
Jamie M. Farr

BOARD PRESIDENT OF THE CITY SCHOOL DISTRICT OF
THE CITY OF CANANDAIGUA, NEW YORK

By _____
Jeanie Grimm

CANANDAIGUA CITY SCHOOL DISTRICT MONITORS' ASSOCIATION
PRESIDENT

By _____
Betty David

Committee Recommendations for Board of Education Review with Details (July 1, 2021)

Meeting	Alt ID#	Age	Committee	Grade	Reason	Decision	Disability	Recommended School			
06/17/2021	1006702	4:4	CPSE	Preschool	Initial Eligibility Determination Meeting	Ineligible		Canandaigua Primary School			
06/17/2021	1006467	5:2	CPSE	Preschool	Initial Eligibility Determination Meeting	Ineligible		Canandaigua Primary School			
05/20/2021	1006552	2:5	CPSE	Preschool	Initial Eligibility Determination Meeting	Classified Preschool/No Services Continued EI	Preschool Student with a Disability	FLUCP Happiness House Canandaigua			
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
					Special Class in an Integrated Setting	05/21/2021	06/25/2021	6:1+1	1	Daily	3 hrs
					Occupational Therapy	05/21/2021	06/25/2021	Individual	2	Weekly	30 mins
					Physical Therapy	05/21/2021	06/25/2021	Individual	3	Weekly	30 mins
					Speech/Language Therapy	05/21/2021	06/25/2021	Individual	3	Weekly	30 mins

Committee Recommendations for Board of Education Review with Details (July 1, 2021)

Meeting	Alt ID#	Age	Committee	Grade	Reason	Decision	Disability	Recommended School	
06/17/2021	1006587	4:0	CPSE	Preschool	Initial Eligibility Determination Meeting	Ineligible			
06/17/2021	1006763	4:11	CPSE	Preschool	Annual Review	Classified Preschool	Preschool Student with a Disability	Keuka Lake Preschool	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Special Class in an Integrated Setting		07/12/2021	08/20/2021	8:1+2	5	Weekly	6 hrs
06/17/2021	1005902	4:8	CPSE	Preschool	Annual Review	Classified Preschool	Preschool Student with a Disability	Preschool Itinerant Services Only	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Occupational Therapy		07/05/2021	08/13/2021	Small Group	1	Weekly	30 mins
06/03/2021	1006269	3:8	CPSE	Preschool	Annual Review	Classified Preschool	Preschool Student with a Disability	Preschool Itinerant Services Only	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Occupational Therapy		09/09/2021	06/24/2022	Individual	1	Weekly	30 mins
		Occupational Therapy		09/09/2021	06/24/2022	Individual	1	Weekly	30 mins
		Physical Therapy		09/09/2021	06/24/2022	Individual	2	Weekly	30 mins
		Speech/Language Therapy		09/09/2021	06/24/2022	Individual	2	Weekly	30 mins
		Physical Therapy		07/05/2021	08/13/2021	Individual	2	Weekly	30 mins
		Speech/Language Therapy		07/05/2021	08/13/2021	Individual	2	Weekly	30 mins
05/20/2021	1006552	2:5	CPSE	Preschool	Initial Eligibility Determination Meeting	Classified Preschool	Preschool Student with a Disability	FLUCP Happiness House Canandaigua	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Special Class in an Integrated Setting		09/09/2021	06/24/2022	6:1+1	1	Daily	3 hrs
		Occupational Therapy		09/09/2021	06/24/2022	Individual	2	Weekly	30 mins
		Physical Therapy		09/09/2021	06/24/2022	Individual	3	Weekly	30 mins
		Speech/Language Therapy		09/09/2021	06/24/2022	Individual	3	Weekly	30 mins

Committee Recommendations for Board of Education Review with Details (July 1, 2021)

Meeting	Alt ID#	Age	Committee	Grade	Reason	Decision	Disability	Recommended School	
06/21/2021	1005243	5:9	CSE	01	Amendment - Agreement No Meeting	Classified	Speech or Language Impairment	Canandaigua Primary School	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	1 hr 30 mins
		Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	1 hr
		Speech/Language Therapy		09/20/2021	06/24/2022	Individual	4	Weekly	15 mins
06/11/2021	1005774	6:2	CSE	01	Annual Review	Classified	Other Health Impairment	Canandaigua Primary School	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Consultant Teacher Services		09/09/2021	06/24/2022	Indirect	5	Weekly	30 mins
		Counseling Services		09/20/2021	06/24/2022	Individual	1	Weekly	30 mins
		Occupational Therapy		09/20/2021	06/24/2022	Individual	1	Weekly	30 mins
		Occupational Therapy		09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins
06/03/2021	1004360	13:1	Sub CSE	08	Annual Review	Classified	Learning Disability	Canandaigua Middle School	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Resource Room Program		09/09/2021	06/24/2022	Group	1	Every Other Day	40 mins
		Special Class		09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins
		Special Class		09/09/2021	06/24/2022	15:1	1	Daily	1 hr 20 mins
06/11/2021	1005729	6:7	Sub CSE	02	Annual Review	Classified	Other Health Impairment	Canandaigua Primary School	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Daily	1 hr 30 mins
05/20/2021	1002266	13:4	Sub CSE	08	Annual Review	Classified	Learning Disability	Canandaigua Middle School	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	40 mins
		Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	40 mins
06/11/2021	1003571	10:8	Sub CSE	05	Amendment - Agreement No Meeting	Classified	Other Health Impairment	Canandaigua Elementary School	
		<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
		Special Class		09/09/2021	06/24/2022	12:1+1	5	Weekly	4 hrs 50 mins
		Occupational Therapy		09/13/2021	06/24/2022	Small Group	1	Weekly	30 mins
		Occupational Therapy		09/13/2021	06/24/2022	Small Group	1	Weekly	30 mins
		Physical Therapy		09/13/2021	06/24/2022	Individual	2	Weekly	15 mins
		Vision Services		09/13/2021	06/24/2022	Individual	1	Weekly	30 mins

Special Class	07/05/2021	08/13/2021	12:1+1	5	Weekly	5 hrs		
05/21/2021	1006480	17:3	CSE	Ungraded Secun. 7-12	Reevaluation/Annual Review	Classified	Autism	BOCES WFL Midlakes Education Ctr- Middle/High School
<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Special Class	09/07/2021	06/24/2022	6:1+1	5	Weekly	6 hrs		
Music Therapy	09/07/2021	06/24/2022	Small Group	1	Weekly	30 mins		
Music Therapy	09/07/2021	06/24/2022	Individual	1	Weekly	30 mins		
Occupational Therapy	09/07/2021	06/24/2022	Individual	1	6 day cycle	30 mins		
Speech/Language Therapy	09/07/2021	06/24/2022	Individual	3	6 day cycle	30 mins		
Special Class	07/05/2021	08/13/2021	6:1+1	5	Weekly	5 hrs		
Music Therapy	07/05/2021	08/13/2021	Individual	1	Weekly	30 mins		
Music Therapy	07/05/2021	08/13/2021	Small Group	1	Weekly	30 mins		
Occupational Therapy	07/05/2021	08/13/2021	Individual	1	6 day cycle	30 mins		
Speech/Language Therapy	07/05/2021	08/13/2021	Individual	3	6 day cycle	30 mins		
05/27/2021	1006312	12:10	Sub CSE	08	Annual Review	Classified	Other Health Impairment	Canandaigua Middle School
<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	40 mins		
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	40 mins		
Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins		
06/10/2021	1002411	11:1	CSE	06	Reevaluation Review	Classified	Autism	Canandaigua Middle School
<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Consultant Teacher Services	09/09/2021	06/24/2022	Direct	1	Daily	40 mins		
Consultant Teacher Services	09/09/2021	06/24/2022	Direct	1	Daily	40 mins		
Special Class - English	09/09/2021	06/24/2022	15:1	1	Daily	1 hr 20 mins		
Special Class - Math	09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins		
Special Class - Math	09/09/2021	06/24/2022	15:1	1	Every Other Day	1 hr 20 mins		
Counseling Services	09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins		
Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		
05/20/2021	1001652	13:7	Sub CSE	08	Annual Review	Classified	Learning Disability	Canandaigua Middle School
<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	40 mins		
06/17/2021	1005747	5:8	CSE	Kdg.	Initial Eligibility Determination Meeting	Ineligible		Canandaigua Primary School
06/11/2021	1006153	4:7	CSE	Kdg.	Requested Review CPSE to CSE Transition	Classified	Speech or Language Impairment	Canandaigua Primary School
<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		

06/08/2021 200385 14:5 Sub CSE 09 Annual Review Classified PP Within District Learning Disability Canandaigua Academy
Dual Enrollment

<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	42 mins
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	42 mins
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	1 hr 24 mins
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	42 mins

05/14/2021 1006452 13:10 CSE 09 Initial Eligibility Determination Meeting Classified Learning Disability Canandaigua Academy

<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Resource Room Program	09/09/2021	06/24/2022	Group	5	Weekly	42 mins
Special Class	09/09/2021	06/24/2022	15:1	5	Weekly	42 mins
Special Class	09/09/2021	06/24/2022	15:1	5	Weekly	42 mins
Special Class	09/09/2021	06/24/2022	15:1	5	Weekly	42 mins
Special Class	09/09/2021	06/24/2022	15:1	5	Weekly	1 hr 24 mins

05/27/2021 1005983 12:6 Sub CSE 08 Annual Review Classified Learning Disability Canandaigua Middle School

<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Consultant Teacher Services	09/09/2021	06/24/2022	Direct	1	Daily	40 mins
Resource Room Program	09/09/2021	06/24/2022	Group	1	Every Other Day	40 mins
Special Class	09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins
Special Class	09/09/2021	06/24/2022	15:1	1	Every Other Day	1 hr 20 mins
Special Class	09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins
Special Class	09/09/2021	06/24/2022	15:1	1	Every Other Day	1 hr 20 mins
Special Class	09/09/2021	06/24/2022	15:1	1	Daily	40 mins
Special Class	07/05/2021	08/13/2021	15:1	1	Daily	3 hrs

06/10/2021 1003288 11:5 Sub CSE 06 Reevaluation/Annual Review Classified Learning Disability Canandaigua Middle School

<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	1 hr 20 mins
Integrated Co-teaching Services	09/09/2021	06/24/2022		1	Every Other Day	40 mins
Integrated Co-teaching Services	09/09/2021	06/24/2022		1	Every Other Day	1 hr 20 mins

06/16/2021 1005930 6:0 CSE 01 Requested Review Classified Other Health Impairment Canandaigua Primary School

<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	1 hr 30 mins

06/01/2021 1004668 17:7 CSE 11 Reevaluation/Annual Review Classified Other Health Impairment Canandaigua Academy

<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>
Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	42 mins

					Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	42 mins	
					Resource Room Program	09/09/2021	06/24/2022	Group	5	Weekly	42 mins	
					Counseling Services	09/20/2021	06/24/2022	Individual	1	Bi-weekly	30 mins	
06/03/2021	1006092	12:4	Sub CSE	07	Annual Review					Classified	Learning Disability	Canandaigua Middle School
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
					Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	40 mins	
					Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	40 mins	
05/24/2021	1002533	14:11	Sub CSE	10	Annual Review					Classified	Other Health Impairment	BOCES WFL Wayne Education Center
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
					Special Class	09/07/2021	06/24/2022	6:1+1	5	Weekly	6 hrs	
					Counseling Services	09/07/2021	06/24/2022	Individual	1	Weekly	30 mins	
					Speech/Language Therapy	09/07/2021	06/24/2022	Individual	2	Weekly	30 mins	
					Special Class	07/05/2021	08/13/2021	6:1+1	5	Weekly	6 hrs	
					Counseling Services	07/05/2021	08/13/2021	Individual	1	Weekly	30 mins	
					Speech/Language Therapy	07/05/2021	08/13/2021	Individual	1	Weekly	30 mins	
06/07/2021	1005257	7:1	Sub CSE	02	Annual Review					Classified	Speech or Language Impairment	Canandaigua Primary School
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
					Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins	
06/03/2021	1001626	12:6	Sub CSE	08	Annual Review					Classified	Other Health Impairment	Canandaigua Middle School
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
					Integrated Co-teaching Services	09/09/2021	06/24/2022		2	Weekly	43 mins	
					Integrated Co-teaching Services	09/09/2021	06/24/2022		1	Weekly	43 mins	
					Counseling Services	09/20/2021	06/24/2022	Individual	1	Bi-weekly	30 mins	
05/28/2021	403600	18:0	Sub CSE	12	Annual Review					Classified	Intellectual Disability	Canandaigua Academy
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
					Resource Room Program	09/09/2021	06/24/2022	Group	5	Weekly	42 mins	
					Special Class	09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
					Special Class	09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
06/11/2021	1006048	4:8	CSE	Kdg.	Requested Review CPSE to CSE Transition					Classified	Other Health Impairment	Canandaigua Primary School
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
					Occupational Therapy	09/20/2021	06/24/2022	Individual	1	Weekly	30 mins	
					Occupational Therapy	09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins	
					Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins	

06/15/2021	1006337	4:9	CSE	Kdg.	Requested Review CSE Transition	CPSE to Classified	Speech or Language Impairment	Canandaigua Primary School
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Speech/Language Therapy		09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins	
06/01/2021	1005960	15:0	Sub CSE	09	Reevaluation/Annual Review	Classified	Other Health Impairment	Canandaigua Academic and Career Center
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Integrated Co-teaching Services		09/09/2021	06/24/2022		2	Weekly	43 mins	
Integrated Co-teaching Services		09/09/2021	06/24/2022		1	Weekly	43 mins	
Counseling Services		09/20/2021	06/24/2022	Individual	1	Every 2 weeks	30 mins	
06/03/2021	200326	14:1	Sub CSE	09	Annual Review	Classified	Learning Disability	Canandaigua Academy
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Resource Room Program		09/09/2021	06/24/2022	Group	5	Weekly	42 mins	
Special Class		09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
Special Class		09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
Special Class		09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
Special Class		09/09/2021	06/24/2022	15:1	5	Weekly	1 hr 24 mins	
06/10/2021	1006570	7:11	CSE	03	Reevaluation/Annual Review	Classified	Other Health Impairment	Canandaigua Elementary School
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	1 hr	
06/10/2021	1006569	9:9	CSE	05	Reevaluation/Annual Review	Classified	Other Health Impairment	Canandaigua Elementary School
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Consultant Teacher Services		09/09/2021	06/24/2022	Indirect	5	Weekly	30 mins	
Counseling Services		09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins	
06/01/2021	1006439	15:0	Sub CSE	10	Annual Review	Classified	Learning Disability	Canandaigua Academy
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	42 mins	
Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	42 mins	
Integrated Co-teaching Services		09/09/2021	06/24/2022		1	Every Other Day	42 mins	
Integrated Co-teaching Services		09/09/2021	06/24/2022		1	Every Other Day	1 hr 24 mins	
Resource Room Program		09/09/2021	06/24/2022	Group	5	Weekly	42 mins	
06/18/2021	1006393	6:10	CSE	02	Requested Review	Classified	Speech or Language Impairment	Canandaigua Primary School
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	1 hr 30 mins	

					Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	1 hr		
					Occupational Therapy	09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		
					Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		
06/11/2021	1006102	5:1	CSE	Kdg.	Requested Review CPSE to CSE Transition				Classified			Other Health Impairment	Canandaigua Primary School
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
					Occupational Therapy	09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins		
					Occupational Therapy	09/20/2021	06/24/2022	Individual	1	Weekly	30 mins		
06/11/2021	1005625	4:10	CSE	Kdg.	Requested Review CPSE to CSE Transition				Classified			Speech or Language Impairment	Canandaigua Primary School
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
					Occupational Therapy	09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		
					Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	3	Weekly	30 mins		
06/14/2021	1005261	7:5	Sub CSE	02	Annual Review				Classified			Speech or Language Impairment	Canandaigua Primary School
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
					Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		
06/03/2021	1002528	10:9	Sub CSE	06	Annual Review				Classified			Speech or Language Impairment	Canandaigua Middle School
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
					Integrated Co-teaching Services	09/09/2021	06/24/2022		5	Weekly	1 hr 20 mins		
					Integrated Co-teaching Services	09/09/2021	06/24/2022		1	Every Other Day	40 mins		
					Integrated Co-teaching Services	09/09/2021	06/24/2022		1	Every Other Day	1 hr 20 mins		
					Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins		
					Speech/Language Therapy	09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins		
05/28/2021	1003250	16:4	Sub CSE	11	Annual Review				Classified			Other Health Impairment	Canandaigua Academic and Career Center
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
					Integrated Co-teaching Services	09/09/2021	06/24/2022		3	Weekly	43 mins		
					Counseling Services	09/20/2021	06/24/2022	Individual	2	Monthly	30 mins		
06/03/2021	1004263	13:10	Sub CSE	08	Annual Review				Classified			Learning Disability	Canandaigua Middle School
					<u>Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
					Consultant Teacher Services	09/09/2021	06/24/2022	Direct	1	Daily	40 mins		
					Resource Room Program	09/09/2021	06/24/2022	Group	1	Every Other Day	40 mins		
					Special Class	09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins		
					Special Class	09/09/2021	06/24/2022	15:1	1	Every Other Day	1 hr 20 mins		
					Special Class	09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins		
					Special Class	09/09/2021	06/24/2022	15:1	1	Every Other Day	1 hr 20 mins		

	Special Class			09/09/2021	06/24/2022	15:1	1	Daily		40 mins	
	Hearing Services			09/20/2021	06/24/2022	Individual	2	Weekly		30 mins	
06/07/2021	1006186	4:7	CSE	Kdg.	Requested Review CPSE to CSE Transition	Classified			Speech or Language Impairment	Canandaigua Primary School	
	<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
	Speech/Language Therapy			09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		
06/03/2021	1001725	14:8	Sub CSE	10	Annual Review	Classified			Other Health Impairment	Canandaigua Academy	
	<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
	Integrated Co-teaching Services			09/09/2021	06/24/2022		5	Weekly	42 mins		
06/15/2021	1006090	4:7	CSE	Kdg.	Requested Review CPSE to CSE Transition	Classified			Speech or Language Impairment	Canandaigua Primary School	
	<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
	Speech/Language Therapy			09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		
06/01/2021	1006011	9:3	CSE	04	Initial Eligibility Determination Meeting	Classified			Speech or Language Impairment	Canandaigua Elementary School	
	<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
	Integrated Co-teaching Services			09/09/2021	06/24/2022		5	Weekly	1 hr 30 mins		
	Integrated Co-teaching Services			09/09/2021	06/24/2022		5	Weekly	1 hr		
	Speech/Language Therapy			09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		
05/21/2021	1006460	7:4	CSE	02	Reevaluation/Annual Review	Classified			Autism	Mary Cariola Children's Center	
	<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
	Special Class			09/08/2021	06/23/2022	7:1+4	5	Weekly	5 hrs 30 mins		
	Music Therapy			09/08/2021	06/23/2022	Individual	1	Weekly	30 mins		
	Occupational Therapy			09/08/2021	06/23/2022	Individual	2	Weekly	30 mins		
	Speech/Language Therapy			09/08/2021	06/23/2022	Individual	2	Weekly	30 mins		
	Special Class			07/12/2021	08/20/2021	7:1:4	5	Weekly	5 hrs 30 mins		
	Occupational Therapy			07/12/2021	08/20/2021	Individual	1	Weekly	30 mins		
	Speech/Language Therapy			07/12/2021	08/20/2021	Individual	1	Weekly	30 mins		
06/01/2021	1002073	14:1	Sub CSE	09	Annual Review	Classified			Other Health Impairment	Canandaigua Academic and Career Center	
	<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
	Integrated Co-teaching Services			09/09/2021	06/24/2022		2	Weekly	43 mins		
	Integrated Co-teaching Services			09/09/2021	06/24/2022		1	Weekly	43 mins		
	Counseling Services			09/20/2021	06/24/2022	Individual	1	Every 2 weeks	30 mins		
06/17/2021	1005886	5:10	CSE	01	Initial Eligibility Determination Meeting	Classified			Speech or Language Impairment	Canandaigua Primary School	

<u>Program/Service</u>				<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>			
Speech/Language Therapy				09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins			
06/01/2021	1003036	12:6	Sub CSE	08	Annual Review					Classified	Other Health Impairment	Canandaigua Middle School
<u>Program/Service</u>				<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>			
Consultant Teacher Services				09/09/2021	06/24/2022	Direct	5	Weekly	40 mins			
Consultant Teacher Services				09/09/2021	06/24/2022	Direct	5	Weekly	40 mins			
Resource Room Program				09/09/2021	06/24/2022	Group	1	Every Other Day	40 mins			
Special Class				09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins			
Special Class				09/09/2021	06/24/2022	15:1	1	Every Other Day	1 hr 20 mins			
Special Class				09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins			
Special Class				09/09/2021	06/24/2022	15:1	1	Every Other Day	1 hr 20 mins			
06/11/2021	1006235	4:9	CSE	Kdg.	Requested Review CPSE to CSE Transition					Classified	Speech or Language Impairment	Canandaigua Primary School
<u>Program/Service</u>				<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>			
Occupational Therapy				09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins			
Speech/Language Therapy				09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins			
06/01/2021	1002944	13:0	Sub CSE	08	Annual Review					Classified	Other Health Impairment	Canandaigua Middle School
<u>Program/Service</u>				<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>			
Integrated Co-teaching Services				09/09/2021	06/24/2022		5	Weekly	40 mins			
Integrated Co-teaching Services				09/09/2021	06/24/2022		5	Weekly	40 mins			
Counseling Services				09/20/2021	06/24/2022	Individual	1	Weekly	30 mins			
05/25/2021	1002124	14:3	Sub CSE	09	Annual Review					Classified	Learning Disability	Canandaigua Academy
<u>Program/Service</u>				<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>			
Consultant Teacher Services				09/09/2021	06/24/2022	Indirect	3	Weekly	42 mins			
06/07/2021	1004583	18:0	Sub CSE	12	Annual Review					Classified	Other Health Impairment	Canandaigua Academy
<u>Program/Service</u>				<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>			
Integrated Co-teaching Services				09/09/2021	06/24/2022		5	Weekly	42 mins			
Integrated Co-teaching Services				09/09/2021	06/24/2022		5	Weekly	42 mins			
Resource Room Program				09/09/2021	06/24/2022	Group	5	Weekly	42 mins			
05/28/2021	1006538	4:9	CSE	Kdg.	Requested Review CPSE to CSE Transition					Classified	Speech or Language Impairment	BOCES WFL Midlakes Education Ctr-Primary/Intermediate
<u>Program/Service</u>				<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>			
Special Class				09/07/2021	06/24/2022	6:1+1	5	Weekly	6 hrs			
Occupational Therapy				09/07/2021	06/24/2022	Individual	2	6 day cycle	30 mins			
Physical Therapy				09/07/2021	06/24/2022	Individual	2	6 day cycle	30 mins			

Speech/Language Therapy		09/07/2021	06/24/2022	Individual	1	6 day cycle	30 mins		
05/25/2021	1002204	12:9	Sub CSE	08	Annual Review	Classified	Learning Disability	Canandaigua Middle School	
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	40 mins		
Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	40 mins		
06/14/2021	1006721	20:8	Sub CSE	12	Annual Review	Classified	Intellectual Disability	Canandaigua Academy	
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Special Class		09/09/2021	06/24/2022	15:1	1	Every Other Day	42 mins		
Special Class		09/09/2021	06/24/2022	12:1+1	5	Weekly	42 mins		
Special Class		09/09/2021	06/24/2022	12:1+1	5	Weekly	42 mins		
Special Class		07/05/2021	08/13/2021	12:1+1	1	Daily	5 hrs 30 mins		
06/04/2021	1006142	6:6	CSE	01	Initial Eligibility Determination Meeting	Classified	Other Health Impairment	Canandaigua Primary School	
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Counseling Services		09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins		
Occupational Therapy		09/20/2021	06/24/2022	Small Group	2	Weekly	30 mins		
05/27/2021	1004561	13:0	Sub CSE	08	Annual Review	Classified	Learning Disability	Canandaigua Middle School	
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Consultant Teacher Services		09/09/2021	06/24/2022	Direct	1	Daily	40 mins		
Resource Room Program		09/09/2021	06/24/2022	Group	1	Every Other Day	40 mins		
Special Class		09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins		
Special Class		09/09/2021	06/24/2022	15:1	1	Every Other Day	1 hr 20 mins		
Special Class		09/09/2021	06/24/2022	15:1	1	Every Other Day	40 mins		
Special Class		09/09/2021	06/24/2022	15:1	1	Every Other Day	1 hr 20 mins		
Special Class		09/09/2021	06/24/2022	15:1	1	Daily	40 mins		
Speech/Language Therapy		09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins		
06/04/2021	1004780	9:11	Sub CSE	05	Annual Review	Classified	Other Health Impairment	Canandaigua Elementary School	
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	1 hr 30 mins		
Integrated Co-teaching Services		09/09/2021	06/24/2022		5	Weekly	1 hr		
Skilled Nursing Services		09/09/2021	06/24/2022	Individual	5	Weekly	15 mins		
05/27/2021	1006077	14:0	Sub CSE	09	Annual Review	Classified	Learning Disability	Canandaigua Academy	
<u>Program/Service</u>		<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>		
Resource Room Program		09/09/2021	06/24/2022	Group	5	Weekly	42 mins		
Special Class		09/09/2021	06/24/2022	15:1	5	Weekly	42 mins		
Special Class		09/09/2021	06/24/2022	15:1	5	Weekly	42 mins		

Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	1 hr 24 mins	
06/10/2021	1005045	9:7	Sub CSE	04	Annual Review	Classified		Speech or Language Impairment	Canandaigua Elementary School
<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	1 hr 30 mins	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	1 hr	
Speech/Language Therapy			09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins	
Speech/Language Therapy			09/20/2021	06/24/2022	Individual	1	Weekly	30 mins	
Special Class			07/05/2021	08/13/2021	15:1	1	Daily	3 hrs	
Speech/Language Therapy			07/05/2021	08/13/2021	Small Group	2	Weekly	30 mins	
06/01/2021	1001975	13:8	Sub CSE	09	Annual Review	Classified		Learning Disability	Canandaigua Academy
<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Integrated Co-teaching Services			09/09/2021	06/24/2022		1	Every Other Day	42 mins	
Integrated Co-teaching Services			09/09/2021	06/24/2022		1	Every Other Day	1 hr 24 mins	
Resource Room Program			09/09/2021	06/24/2022	Group	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
Counseling Services			09/20/2021	06/24/2022	Individual	1	Bi-weekly	30 mins	
05/28/2021	1002941	16:2	CSE	11	Reevaluation/Annual Review	Classified		Other Health Impairment	Canandaigua Academy
<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Resource Room Program			09/09/2021	06/24/2022	Group	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1+1	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	1 hr 24 mins	
06/10/2021	1003095	10:5	CSE	05	Initial Eligibility Determination Meeting	Classified		Other Health Impairment	Canandaigua Elementary School
<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Integrated Co-teaching Services			09/09/2021	06/24/2022		5	Weekly	1 hr 30 mins	
Counseling Services			09/20/2021	06/24/2022	Small Group	1	Weekly	30 mins	
05/28/2021	1000362	15:0	CSE	10	Reevaluation/Annual Review	Classified		Multiple Disabilities	Canandaigua Academy
<u>Program/Service</u>			<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Freq.</u>	<u>Period</u>	<u>Duration</u>	
Adapted Physical Education			09/09/2021	06/24/2022	Group	5	Every Other Day	42 mins	
Resource Room Program			09/09/2021	06/24/2022	Group	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1+1	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	
Special Class			09/09/2021	06/24/2022	15:1	5	Weekly	42 mins	

Special Class	09/09/2021	06/24/2022	15:1	5	Weekly	1 hr 24 mins
Skilled Nursing Services	09/09/2021	06/24/2022	Individual	1	Daily	15 mins
