

Batavia City School District Reorganizational, Public Hearings & Regular Meeting

Thursday, July 7, 2022

Batavia High School, Superintendent's Conference Room, 260 State Street, Batavia, NY 14020

Meeting will be live-streamed

<u>6:15 PM</u>

TENTATIVE AGENDA as of Tuesday, July 5, 2022

REORGANIZATIONAL MEETING

	I. Meeting Called to Order	
	II. Opening Exercises	
	11. Opening Exercises	
	III. Swearing in of Board Members	
	IV. Election	
	A. Board President	Bd. Action
	B. Board Vice-President	Bd. Action
	V. Public to be heard	
	VI. Appointments	Bd. Action
	A. District Clerk	
	B. Assistant District Clerk	
St. Strange	C. District Treasurer	
	D. Deputy School District Treasurer	
	E. Tax Collector	
	F. Deputy Tax Collector	
	G. Purchasing Agent	
	H. District External Auditor	
	I. District Internal Auditor	
	J. Internal Claims Auditor	
	K. Deputy Internal Claims Auditor	
7	L. Faculty Auditor	
	M. Extraclassroom Activities Account Treasurer	
	N. Election Inspector	
	O. Census Enumerator	
	P. Records Access/Management Officer	
	Q. Data Protection Officer	
	R. School Supervisors of Attendance	
	S. AHERA Local Educational Agency (L.E.A. Designee)	
	T. Medicaid Compliance Officer	

U. Title IX Coordinator/Civil Rights Compliance Officer (Title VI, Section 504 & ADA) W. Liaison for Homeless Children and Youth X. School Medical Director for Students Y. School Medical Director for Students Y. School Physician for Staff Z. Chemical Hygiene Officer AA. School Attorney (General and Special Counsel) BB. Bond Counsel CC. Chief Emergency Officer VII. Bond Authorization in the amount of \$100,000 for each employee; \$1,000,000 for Treasurer and Tax Collector; umbrella of \$1,000,000 for Business Administrator VIII. Designations A. Time, Place and Day for Regular Board Meetings B. Petty Cash Funds/Change Funds C. Petty Cash Funds/Change Funds C. Petty Cash Funds (Change Funds C. Petty Cash Funds (Change Funds C. Petty Cash Funds (Official Section of Section 1) B. Official Bank Depositories F. Official Bank Signatories G. Certifier of Payrolls H. Designated Educational Official to receive court notification regarding a student's sentence/adjudicating in certain criminal cases and juvenile delinquency proceedings I. School Pesticide Representative J. Reviewing Official & Verification Official for participation in the Federal Child Nutrition Program K. Hearing Official for participation in the Federal Child Nutrition Program IX. Authorizations A. Approval of attendance at conferences, conventions, workshops, trainings B. Superintendent to approve budget transfers within limit prescribed by Commissioner's Regulation, Section 170.2 and Board Guidelines C. Authorization to sign official Internal Revenue Service (IRS) and Securities and Exchange Commission (SEC) documents D. Apply for Grants in Aid (State and Federal), as appropriate E. Mileage Reimbursement Rate F. Re-adopt Existing By-Laws and Policies G. Other(s) as deemed appropriate/necessary X. New Business 25 A. A. Adjust Budget/Board Member Election Vote (time) Bd. Action B				
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Bd. Action

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	III.	Questions and Answers — The public is invited to sign up prior to or during the review to address the Board Members/Administration with any questions concerning the District Code of Conduct. [3-minute time limit per speaker]	
	IV.	Motion to Close Public Hearing	Bd. Action

	I.	Motion to Open Public Hearing	Bd. Action
72-82	II.	Public Hearing for Review of School Resource Officer Contract –	
12-02		Mr. Jason Smith	
	III.	Questions and Answers –	
		The public is invited to sign up prior to or during the review to address the	
		Board Members/Administration with any questions concerning the School	
		Resource Officer Services Resolution. [3-minute time limit per speaker]	
		· · · · · · · · · · · · · · · · · · ·	
	IV.	Motion to Close Public Hearing	Bd. Action

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85	III. Board Docs Presentation (pre-recorded)	
86	IV. Superintendent's Update – Mr. Jason Smith A. Media Meeting set for August 17, 2022 from 11:30AM-1PM	
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87-100	A. Board of Education Minutes; June 16, 2022	
	B. Summary Reports: Committee on Special Education	
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102	2. Rescind Resignation, Teacher Aide	
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107	2. 1-year Appointment – Elementary Teacher	<u> </u>
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100 100	9. LearnWell Academic Tutoring Agreement with Batavia City School	
172-175	District from July 1, 2022 through June 30, 2023	
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	2 BOCES to participate in cooperative bids (bid prices will be	
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176	Classroom Supplies, Musical Equipment, Multi-Media/Audio	
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	Fresh Produce, Calculator Bid; Total Bid Cost \$3,850.00	
	2. 2022-23 Cooperative Bid Resolution – Genesee Valley BOCES (bid	
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RESOLUTION

WHEREAS, the hours of the meeting, i.e., hours of polling, for the Batavia City School District's (the "School District") annual meeting and general election have historically been between 7:00 a.m. and 9:00 p.m.; and

WHEREAS, New York State Education Law Section 2602 requires the meeting to be conducted at least nine (9) consecutive hours, beginning not earlier than 7:00 a.m., two hours of which must be after 6:00 p.m.; and

WHEREAS, the School District wishes to amend its hours of polling for the School District's annual meeting and general election to commence at 11:00 a.m. through 8:00 p.m.;

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

- The hours of polling for the School District annual meeting and general elections shall be 11:00 a.m. to 8:00 p.m. The District Clerk shall include this information in the legal notices for annual meeting and general elections.
- This resolution shall take effect immediately.

CERTIFICATION

A Regular Meeting of the Board of Ed July 7, 2022, was called to order by the following members were:	ucation of the Batavia City School Di , President, and upon	
PRESENT: Alice Ann Benedict, John Jennifer Lendvay, Chezeray Rolle, and ABSENT:		oara Bowman,
The attached Resolution which was of byunanimous] vote of the Board of Educ	at the said meeting, was approved b	and seconded y a [<i>majority or</i>
Dated: July 7, 2022	Brittany Witkop, Distri	

Committee and Building Assignments

2021-22 Committee Assignments			
Audit	Mrs. Benedict		
Buildings & Grounds	Mr. Marucci, Mr. Reigle		
Legislation	Mrs. Humes		
Policy	Mrs. Bowman, Mr. Rolle		
Safety	Mr. Reigle, Mr. Rolle		
Schedule "C"	Mrs. Benedict, Mrs. Bowman		
School Health/Wellness	Mr. Marucci, Mrs. Lendvay		

2021-22 Building Assignments		
High School	Mr. Marucci, Mr. Rolle	
Middle School	Mrs. Bowman	
John Kennedy Intermediate	Mrs. Benedict, Mrs. Lendvay	
Jackson Primary	Mr. Reigle, Mrs. Humes	

2022-23 Committee Assignments				
Audit				
Buildings & Grounds				
Legislation				
Policy				
Safety				
Schedule "C"				
School Health/Wellness				

2022-23 Build	ing Assignments
High School	
Middle School	
John Kennedy Intermediate	
Jackson Primary	

BOE approved:

		Board	Board of Education Committees 22-23	tees 22-23	
Audit - S. Rozanski	B&G - K. Truax	Policy - B. Witkop	Safety - M. Bromley	Schedule C - M. Bromley	Safety - M. Bromley Schedule C - M. Bromley Health/Wellness - M. Bromley Legislation (as needed)
4:30 PM	4:00 PM	5:00 PM	3:00 PM	3:00 PM	3:00 PM
BHS, Superintendent's Conf. Room	BHS, Superintendent's Conf. Room	BHS, Superintendent's Conf. Room	Robert Morris, MPR	BHS, Superintendent's Conf. Room	BHS, Superintendent's Conf. Room
9/19/22	7/12/22	8/29/22	10/13/22	10/6/22	10/27/22
12/19/22	8/9/22	11/14/22	1/12/23	5/25/23	5/18/23
3/20/23	9/13/22	2/27/23	3/23/23		
5/8/23	10/11/22	6/12/23	5/11/23		
	11/8/22				
	12/13/22				
	1/10/23				
	2/7/23				
	3/7/23				
	4/11/23				
	5/9/23				
	6/13/23				

2022-2:	2022-23 Committee Assignments
Audit	
Buildings & Grounds	
Legislation	
Policy	
Safety	
Schedule "C"	
School Health/Wellness	



Batavia City School District

www.bataviacsd.org

Code of Conduct 2022-2023

BOE Approved:

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BATAVIA CITY SCHOOL DISTRICT <u>CODE OF CONDUCT</u>

I. INTRODUCTION

The Board of Education of the Batavia 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 and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty, integrity, and responsibility.

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

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

II. DEFINITIONS

For purposes of this Code, the following definitions apply:

- "Bullying" and/or "Harassment" means the creation of a hostile environment by conduct or by threats, intimidation or abuse, including cyberbullying that: (a) has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being, including conduct, threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause emotional harm; or (b) reasonably causes or would reasonably be expected to cause physical injury to a student or to cause a student to fear for his or her physical safety. Such conduct shall include acts of harassment and/or bullying that occur on school property or at a school function, or occur off school property where such acts create or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property. Acts of harassment and bullying shall include, but not be limited to, acts based upon a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex. For the purposes of this definition the term "threats, intimidation or abuse" shall include verbal and non-verbal actions.
- "Cyberbullying" means "bullying" and/or "harassment" as defined above that occurs through any form of electronic communication.
- "Disability" means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regard by others as such an impairment.
- "Discrimination" means discrimination against any student by a student or students and/or an employee or employees on school property or at a school function including, but not limited to, discrimination based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), or sex.
- "Disruptive student" means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.
- "Emotional Harm" that takes place in the context of "harassment or bullying" means harm to a student's emotional well-being through the creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student's education.
- "Employee" means any person receiving compensation from the District or employee of a contracted service provider or worker placed within the school under a public assistance employment program, pursuant to title nine-B of article five of the Social Services Law, and consistent with the provisions of such title for the provision of services to the

District, its students or employees, directly or through contract, whereby such services performed by such person involve direct student contact.

- "Gender" means actual or perceived sex and shall include a person's gender identity or expression.
- "Gender identity" is one's self-conception as being male or female, as distinguished from actual biological sex or sex assigned at birth.
- "Gender expression" is the manner in which a person represents or expresses gender to others, often through behavior, clothing, hairstyle, activities, voice or mannerisms.
- "Illegal Substances" include, but are not limited to, alcohol inhalants, marijuana/cannabis, CBD products, cocaine, LSD, PCP, amphetamines, barbiturates, ecstasy, heroin, steroids, any substances commonly referred to as designer drugs or synthetic drugs, and look-alikes (including but not limited to synthetic cannabinoids), and prescription or over-the-counter drugs when possession is unauthorized or such are inappropriately used or shared with others, and any product which, when misused, may result in an impaired or altered state; Illegal Substances also include any paraphernalia related to the these substances.
- "Material Incident of Harassment, Bullying and/or Discrimination" means a single verified incident or a series of related verified incidents where a student is subjected to harassment, bullying and/or discrimination by a student and/or employee on school property or at a school function. In addition, such term shall include a verified incident or series of related incidents of harassment or bullying that occur off school property, and is the subject of a written or oral complaint to the Superintendent, Principal, or their designee, or other school employee. Such conduct shall include, but is not limited to, threats, intimidation or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic group, religious practice, disability, sexual orientation, gender, sex or any other legally protected status.
- "Parent" means parent, guardian or person in parental relation to a student.
- "Retaliation" occurs when any employee, student, or visitor mistreats any person because he/she reported in good faith, testified about, or otherwise assisted in an investigation, proceeding, or hearing related to alleged harassment or bullying. "School Bus" means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities. "School Function" means any school-sponsored extracurricular event or activity, whether located on or off school property.
- "Sexual Orientation" means actual or perceived heterosexuality, homosexuality, or bisexuality.
- "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 Section 142.
- "Tobacco Product" means any vaping or nicotine-containing devices and accessories to such devices and any other tobacco-containing product in any form, including but not limited to cigarettes, cigars, pipes, chewing tobacco, snuff, herbal tobacco products, simulated tobacco products that imitate or mimic tobacco products, e-cigarettes, nicotine delivery devices, vapes, cloves, bidis and kreteks as well as matches, lighters and other related paraphernalia.
- "Under the Influence" A student shall be considered "under the influence" if they have used any quantity of an Illegal Substance or Tobacco Product within a time period reasonably proximate to the student's presence on School Property, on a School Bus, in a school vehicle, or at a School Function and/or exhibits symptoms of such use as to lead to the reasonable conclusion of such consumption.
- "Violent student" means a student under the age of 21 whom:
 - 1. Commits an act of violence upon a school employee or attempts to do so.
 - 2. Commits, or attempts to commit, 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.
 - 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 school District property.
- "Weapon" means a firearm as defined in 18 USC Section 921 for purposes of the Gun Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutters, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb, or other

device, instrument, material or substance that can cause physical injury or death when used as a weapon. Any "look-alikes," fake o toy weapons are considered a weapon for purposes of this definition.

III. STUDENT RIGHTS AND RESPONSIBILITIES

A. STUDENT RIGHTS

The Board of Education assures students that they shall have all the rights afforded them by federal and state constitutions. The District recognizes all federal, state, and local laws in connection with these rights and reminds students that certain responsibilities accompany these rights.

The District's goals are to provide an environment in which a student's rights are respected and to provide opportunities that stimulate and challenge each student to reach his or her highest potential. Opportunities such as participation in interscholastic sports may be curtailed when the student infringes upon the rights of others or violates the Code.

All District students have the right to:

- 1. Learn in a safe and supportive school environment.
- 2. Take part in all District activities on an equal basis regardless of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), sex, or other legally-protected classification.
- 3. Courtesy and respect from one another and from staff.
- 4. An explicit and consistently administered discipline code.
- 5. Present their version, at an appropriate time, of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty
- 6. Learn school rules and ask questions if they do not understand school rules.
- 7. Privacy in Public Restrooms and Locker Rooms. The District recognizes the importance of privacy in public restrooms and locker rooms. Any use of personal technology in school restrooms and locker rooms is strictly prohibited. Personal technology includes, but is not limited to, all existing and emerging technology devices that can take photographs, record audio or video, input text, upload and download media, and transmit or receive messages or images.

B. STUDENT RESPONSIBILITIES

All District students have the responsibility to:

- 1. Be respectful to all others with their words and actions, including those who are different
- 2. Help to keep the school environment safe and orderly so that everyone can learn.
- 3. Be familiar with and abide by all 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.
- React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
- 7. Work to develop mechanisms to control their anger.
- 8. Ask questions when they do not understand directions from teachers, administrators and other school personnel.
- 9. Seek help in solving problems that might lead to discipline.
- 10. Dress appropriately for school and school functions.

IV. ESSENTIAL PARTNERS

A. PARENTS

All parents are expected to:

- 1. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community, and collaborate with the District to optimize their child(ren)'s educational opportunities.
- 2. Send their children to school ready to participate and learn.
- 3. Ensure their children attend school regularly and on time.
- 4. Ensure legal absences are excused.
- 5. Insist their children be dressed and groomed in a manner consistent with the student dress code.
- 6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
- 7. Know school rules and help their children understand them so that their children can help create a safe, supportive school environment.
- 8. Convey to their children a supportive attitude toward education and the District.
- 9. Build good relationships with teachers, other parents and their children's friends.
- 10. Help their children deal effectively with peer pressure.
- 11. Inform school officials of changes in the home situation that may affect student conduct or performance.
- 12. Provide a place for study and ensure homework assignments are completed.
- 13. Teach their children, by example, mutual respect and dignity for all people regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex.

B. TEACHERS

All District teachers are expected to:

- 1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex, which will strengthen students' self-concept and promote confidence to learn.
- 2. Be prepared to teach.
- 3. Demonstrate interest in teaching and concern for student achievement.
- 4. Know school policies and rules, and enforce them in a fair and consistent manner.
- 5. Communicate to students and parents:
 - a. Course objectives and requirements
 - b. Marking/grading procedures
 - c. Assignment deadlines
 - d. Expectations for students
 - e. Classroom discipline plan
- 6. Communicate regularly with students, parents, school counselors and other teachers concerning growth and achievement.
- 7. Engage in productive communication with other school personnel, including grade-level teachers and/or department colleagues.
- 8. Confront issues of discrimination bullying and/or harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
- 9. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
- 10. Report incidents of discrimination, bullying and/or harassment when the teacher individually witnesses or receives reliable information regarding any such incident, pursuant to District policy.

C. SCHOOL COUNSELORS

- 1. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
- 2. Initiate teachers/student/counselor conferences and parent/teacher/counselor conferences, as necessary, as a way to resolve problems.
- 3. Regularly review with students their educational progress and career plans.
- 4. Provide information to assist students with career planning.
- 5. Encourage students to benefit from the curriculum and extracurricular programs.
- 6. Provide assistance and support to students who are in academic need.
- 7. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color,

- weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex.
- 8. Confront issues of discrimination, bullying and/or harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
- 9. Make known to students and families the resources in the community that are available to meet their needs.
- 10. Address personal biases that may prevent equal treatment of all students.
- 11. Report incidents of discrimination, bullying and/or harassment when the counselor individually witnesses or receives reliable information regarding any such incident, pursuant to District policy.

D. BUILDING ADMINISTRATORS

- 1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
- 2. Ensure that students and staff have the opportunity to communicate regularly with the principal and approach the principal for redress of grievances.
- 3. Evaluate on a regular basis all instructional programs.
- 4. Support the development of and student participation in appropriate extracurricular activities.
- 5. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
- 6. Actively engage in communication with parents as the need arises.
- 7. Maintain and enforce a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex.
- 8. Confront issues of discrimination, bullying and/or harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
- 9. Report incidents of discrimination, bullying and/or harassment, when the principal individually witnesses or receives reliable information regarding any such incident, pursuant to District policy.
- 10. Respond promptly to reports of discrimination, bullying and/or harassment, pursuant to District policy

E. SUPERINTENDENT

- 1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
- 2. Review with District administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
- 3. Inform the Board of Education about educational trends relating to student discipline.
- 4. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs.
- 5. Work with District administrators in enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
- 6. Emulate a diverse and inclusive learning environment and workplace.
- 7. Actively engage in communication with all District personnel, parents, community members, and students as the need arises.
- 8. Maintain and foster a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex.
- 9. Confront issues of discrimination, bullying and/or 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. Report incidents of discrimination, bullying and/or harassment when the superintendent individually witnesses or receives reliable information regarding any such incident, pursuant to District policy.
- 11. Respond promptly to reports of discrimination, bullying and/or harassment, intimidation or bullying pursuant to District policy

F. BOARD OF EDUCATION

1. 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.
- 2. Adopt and review at least once a year the District's Code of Conduct to evaluate the Code's effectiveness and the fairness and consistency of its implementation.
- 3. Lead by example by conducting Board meetings in a professional, respectful, and courteous manner.
- 4. Maintain and foster a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex.

 Confront issues of discrimination, bullying and/or 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.

V. STUDENT/STAFF DRESS CODE

The intent of the Student Dress Code is to foster an environment that is sanitary, safe and conducive to teaching and student learning. All students and staff are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. Students and their parents, along with individual staff members 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.

An individual's dress, grooming, including hair style/color, jewelry, make-up, and nails shall meet the following requirements:

- 1. Be safe, appropriate, and not disrupt or interfere with the educational process.
- 2. Completely cover undergarments and underwear with outer clothing.
- 3. Clothing should not expose the midriff (front and back), lower abdominal area, gluteal area or chest, and students may not wear clothing through which these areas of the body are visible. Dresses or bottoms must reach fingertips when fully extended and/or mid-thigh.
- 4. Footwear is required at all times and should be appropriate for activities for that day. Footwear that is a safety hazard is not allowed.
- 5. Students are prohibited from wearing of hats, bandanas, hoods or headwear of any sort in the school building except for a medical or religious purpose at Jackson, John Kennedy and Batavia Middle School. Batavia High School students will be allowed to wear hoods and hats, but they may not cover their face and eyes. Ear buds may not be worn underneath these items. If a teacher or administrator asks for the hood or hat to be removed the student must comply.
- 6. Students are expected to place coats and backpacks/bags in their lockers before the first period of the day.
- 7. Attire shall not include images or messages that are vulgar, obscene, libelous, including images or messages that are innuendos or have double meanings, or denigrate others on account of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity or expression), sex, and/or any other legally-protected status.
- 8. Attire shall not promote and/or endorse the use of alcohol, tobacco, or illegal substances, and/or encourage other illegal or violent activities, including use of weapons.
- 9. Student attire at after-school and evening activities, including dances, should be appropriate and display good taste in accordance with this dress code.
- 10. Students must be dressed in appropriate clothing, footwear and protective equipment as required for participation in physical education classes and athletics, science laboratories, and other classes that may have student specific dress requirements.

Nothing in this Dress Code will be construed to limit the ability of students to dress and/or groom themselves in a way that allows them to express their gender identity, or to discipline students for doing so. In addition, nothing in this Dress Code will be construed to limit the ability of students to wear certain protective hairstyles (including but not limited to braids, locks and twists) or to wear their hair in a particular texture, or to discipline students for doing so.

Each Building Administrator shall be responsible for informing all students and their parents, as well as all staff members, of the dress code at the beginning of the school year and any revisions to the dress code made during the school year. In addition, the Building Administrator will make the final decision as to whether particular dress is

violative of the Dress Code.

Any student who violates 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 disciplinary action. Any student who fails to comply with the dress code shall be subject to further discipline, up to and including out of school suspension.

VI. PROHIBITED STUDENT CONDUCT

The Board of Education 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.

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

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

Students may be subject to disciplinary action ranging from verbal warning or 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 the following:
 - 1. Running in hallways.
 - 2. Making unreasonable noise.
 - 3. Using language or gestures that are profane, lewd, vulgar or abusive.
 - 4. Obstructing vehicular or pedestrian traffic.
 - 5. Engaging in any willful act which disrupts the normal operation of the school community.
 - 6. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
 - 7. Sexual activity. Students are prohibited from participating in any form of sexual activity on school District property, on school buses, or at school functions.
 - 8. Computer/electronic communications misuse, 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 is insubordinate. Examples of insubordinate conduct include, but are not limited to the following:
 - 1. Failing to comply with the lawful directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
 - 2. Lateness for, missing or leaving school without permission.
 - 3. Skipping detention.
 - 4. Chronically being unprepared for class.
- C. Engage in conduct that is disruptive. Examples of disruptive conduct include, but are not limited to the following:
 - 1. Failing to comply with the lawful directions of teachers, school administrators or other school personnel in charge of students.
 - 2. Failure to comply with the student Dress Code.
- D. Engage in conduct that is violent. Examples of violent conduct include, but are not limited to the following:
 - 1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher,

- administrator or other school employee, or upon another student or any other person lawfully on school property, or attempting to do so.
- 2. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
- 3. Displaying what appears to be a weapon or any other object that would appear to cause bodily injury.
- 4. Threatening to use any weapon.
- 5. Intentionally damaging or destroying the personal property of a teacher, administrator, other District employee or any person lawfully on school property, including graffiti or arson.
- 6. Intentionally damaging or destroying school property.
- E. Engage in any conduct that endangers the safety, morals, health or welfare of others. Examples of such conduct include, but are not limited to the following:
 - 1. Lying to school personnel.
 - 2. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function.
 - 3. 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.
 - 4. Discrimination, which includes the use of race, color, creed, age, national origin, ethnic group, religion, religious practice, gender (including gender identity or expression), sexual orientation, weight or disability as a basis for treating another student in a negative manner.
 - 5. Acts of harassment (verbal, physical, sexual), bullying and cyberbullying as defined in this document Section II Definitions.
 - 6. Intimidation, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with, or maintaining membership in any school sponsored activity, organization, club or team.
 - 7. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with, or maintaining membership in any school sponsored activity, organization, club or team.
 - 8. Selling, using or possessing obscene material.
 - 9. Using vulgar or abusive language, cursing, inappropriate language, or swearing.
 - 10. Possessing, purchasing, using, consuming, selling, distributing, exchanging, or being under the influence of any tobacco product.
 - 11. Possessing, purchasing, using, consuming, selling, distributing or exchanging alcoholic beverages or Illegal Substances, or being under the influence of either.
 - 12. Gambling
 - 13. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
 - 14. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher without valid cause.
- F. Engage in misconduct while on a school bus. It is crucial for students to behave appropriately while riding on District buses, to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting will not be tolerated. Students waiting for buses when not on school property are expected to conduct themselves in accordance with the District's Code of Conduct.
- G. Engage in any form of academic misconduct. Examples of academic misconduct include, but are not limited to the following:
 - 1. Plagiarism
 - 2. Cheating
 - 3. Copying
 - 4. Altering or falsifying records
 - 5. Misuse of District Computer System as defined in Administrative Regulations # 6470
 - 6. Assisting another student in any of the above actions.

- H. Engage in any form of hazing. Examples of hazing include, but are not limited to the following:
 - Any act that recklessly or intentionally endangers the mental health, physical health or safety of a
 student which is performed as a condition of attaining/maintaining membership in any school
 sponsored group, club, team, and/or as a condition of participating in any school sponsored event or
 activity whether occurring on or off campus.
 - 2. Forced consumption of food, alcohol, drugs, or other substances.
 - 3. Forced exposure to the elements.
 - 4. Activities intended to degrade, humiliate, embarrass, or shame.
 - 5. Physical brutality/assault such as paddling or beating.
 - 6. Sexual violation, including sexual simulation and sexual assault.
 - 7. Assignment of "pranks" to be performed.
 - 8. Forced calisthenics or other forced physical activity that could adversely affect the physical wellbeing or safety of the individual.
 - 9. Social isolation.
 - 10. Personal servitude.
 - 11. Sleep deprivation/restrictions on personal hygiene.
 - 12. Nudity.
 - 13. Kidnapping.
 - 14. Binge drinking and drinking games.
 - 15. Yelling, swearing or insulting an individual.
 - 16. Forced to wear embarrassing or humiliating attire in public.
 - 17. Forced to engage in destructive and/or criminal acts such as vandalism, stealing and cheating.
 - 18. Restraining an individual against his/her will.
 - I. Engage in Use of Technology in Public Restrooms and Locker Rooms. The District recognizes the importance of privacy in public restrooms and locker rooms. Any use of personal technology in school restrooms and locker rooms is strictly prohibited. Personal technology includes, but is not limited to, all existing and emerging technology devices that can take photographs, record audio or video, input text, upload and download media, and transmit or receive messages or images. Violators of this policy may have their device confiscated by District Administration to be reviewed by the local police authorities for potential criminal investigation.

VII. VIRTUAL LEARNING CODE OF CONDUCT

All Batavia City School students receiving digital curriculum and direct instruction online, or remote learning, are subject to any applicable district policies, other provisions of this Code of Conduct, as well as this *Student Virtual Learning Code of Conduct*. Technology is an ever- evolving tool utilized to aid in education. The use of technology is the responsibility of the student. Technology must be utilized in a productive and positive means; this is the school wide expectation for Batavia High School and Batavia Middle School. Students are responsible for the manner in which they conduct themselves while using any and all technology while at school and/or while on a school issued device.

The technology discipline hierarchy is described below and will be closely followed. As a virtual learning student, there are additional rules and expectations regarding prior online etiquette in place in order to protect all students and all staff members. Virtual learning must be utilized in a responsible, safe, efficient, ethical, and legal manner by all students. With expanded access to electronic information, availability of inappropriate material is not uncommon. Some sites contain illegal, defamatory, inaccurate, or offensive information.

The partnership between BCSD and our families is extremely crucial in this matter. We especially appreciate connecting with parents to teach responsible internet usage. If a family does not have access to the internet, the student or parent should contact the teacher and/or counselor, so that other arrangements for work completion can be made.

Please review the following expectations

carefully:

- Students are responsible for appropriate behavior during online learning at all times. Always use technological devices in a way that shows consideration and respect. It is not acceptable to use obscene, profane, threatening, or disrespectful language, in any capacity.
- Students must be dressed appropriately for a typical school day, while at home.
- The district takes integrity and authenticity of student work in a serious manner. Plagiarism will be monitored. Therefore, a student should not cut, copy, or take internet content, take or the work of your online classmates to use as his/her own. Teachers utilize technologies to check for authenticity of student work.
- Copying, knowingly allowing others to copy from you, and/or misusing internet content will result in disciplinary action.
- Security and safety are a high priority. If you identify a security and/or safety issue in the school's technological devices and/or educational platform, please notify: The Assistant Principal's Office at 585-343-2480 x2001 (BHS) or 585-343-2480 x3001 (BMS).
- Remote Learning correspondence is not private.
- Protect your passwords. Keep it secret from anyone except your parents.

INTERNET AND TECHNOLOGICAL DEVICE USAGE POLICY

All internet data that is composed, transmitted, or received via the district's technological devices is considered to be part of the official records of BCSD and, as such, is subject to disclosure to the parent(s), administration or other third parties, in some cases. Consequently, it is the expectation of both students and parents to abide by the school's internet usage policy:

Data that is composed, transmitted, accessed, or received via the internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any other person. Examples of unacceptable content may include, but are not limited to:

- Sexual comments or images
- Racial slurs
- Gender-specific comments
- Any comments or images that could offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law

Abuse of internet platforms and tools in violation of school policies will result in disciplinary action. Below are examples of poor behaviors that are prohibited, but are not limited to this list.

These behaviors will result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Stealing, using, or disclosing someone else's code or password without authorization
- Video recording of others
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, BCSD's secrets, or proprietary information outside of the organization
- Violating copyright law
- Engaging in unauthorized transactions that may incur a cost to the school or initiate unwanted internet services and transmissions
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of BCSD, another organization, or person.
- Refusing to cooperate with a security investigation
- Using the BCSD's Educational Platform for political causes or activities, religious activities, or any sort of gambling

- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparages BCSD or another organization's products or services
- Passing off personal views as representing those of BCSD
- Sending any anonymous e-mail messages
- Engaging in any other illegal activities
- Disrupting the Virtual Learning Environment in any way
- Refusing to follow the rules of the specific Virtual Learning Classroom
- Unmuting yourself when your teacher has placed you on mute
- Recording any class session and transmitting it
- Recording your teacher and/or classmates
- Not dressed properly for class (examples: dressed in revealing clothes, dressed in clothes with inappropriate sayings)
- Participation in Cyber-bullying and/or Harassment
- Cheating and/or Plagiarism

Video Recording - Under no circumstances, will a student be recorded by another student, unless given permission by the principal. Unwanted picture taking of others is also not prohibited. Both of these expectations apply at all school locations including in the building, on the bus, at Richmond Memorial Library, and at any school related event. Appropriate disciplinary action will be taken.

STUDENT EXPECTATIONS AND CONSEQUENCES OF MISCONDUCT

Students of BCSD's Virtual Learning Program are public school students, and will continue to be held to the district's discipline matrix and expectations. In the virtual learning environment, there is a set of non-traditional types of misconduct that must be regularly monitored. Discipline will occur in an appropriate manner. Accordingly, in addition to district applicable policies, the Virtual Learning Code of Conduct incorporates expectations of conduct specific to virtual/remote learning classrooms. For example, internet access is required for all students, but access must be used in a responsible, safe, efficient, ethical, and legal manner. With expanded access to electronic information, availability of inappropriate material is not uncommon. Some sites contain illegal, defamatory, inaccurate, or offensive information. Although it is impossible to control such misuses, we believe that with responsible student use, the benefits of the internet as an educational tool outweigh the negatives.

BULLYING, CYBERBULLYING AND HARASSMENT

Harassment and bullying (including cyberbullying) are prohibited between members of the school community, including communication of any form between students, parents, faculty and/or staff, and any third parties directly or indirectly. We are committed to maintaining a working and learning environment in which students, faculty, and staff can develop intellectually, professionally, academically, personally and socially. Such an atmosphere must be free of intimidation, fear, coercion and reprisal. It is an expectation that all students and employees shall use all equipment and programs for the intended educational purpose. We are committed to protecting students and employees from bullying, harassment or inappropriate uses of computers or programs to participate in bullying behavior.

Bullying and harassment will not be tolerated and shall be just cause for disciplinary action. Conduct that constitutes bullying or harassment, as defined in this document, is prohibited. Any action by a student or parent deemed inappropriate will be fully investigated by the appropriate school personnel.

ACADEMIC INTEGRITY POLICY

What is academic integrity?

• Academic integrity is an ethical code, whereby the student guarantees that all work submitted is the student's own work.

Why is academic integrity important?

- When students submit an assignment that is not their own original work, there are two issues involved:
- Students are earning credit for learning material for which they have not demonstrated mastery
- They may be violating the policies of the school

What are some examples of academic integrity violations?

- There are two kinds of academic integrity violations.
- o Plagiarism, as defined below
- Cheating, as defined below

Plagiarism - To steal and pass off (the ideas or words of another) as one's own: use (another's production) without crediting the source. Some examples are, but not limited to the following:

- Copying and pasting a report from the Internet and representing it as your own work
- Copying any other work and not properly citing authorship

Cheating

- To influence or lead by deceit, trick, or artifice
- To practice fraud or trickery to violate rules dishonestly
- Providing questions, answers, work to another student
- Receiving questions, answers, work from another student

PARENT/GUARDIAN'S RESPONSIBILITIES

As a parent/guardian of a BCSD school student in grades 5-12, receiving remote instruction, it is very important to understand the responsibilities associated with that role. With the many distractions' students have today, it can be difficult for some students to set aside time to work on courses when not in school. It is the responsibility of the parent/guardian to encourage the student to manage their time in an effective way. If at any time, a student becomes overwhelmed or confused by any content being taught through remote learning, the student or parent should contact the individual teacher.

Teachers will keep the parent/guardian apprised of the student's progress and will initiate contact if they fall behind in their coursework. Parents are expected to supervise and monitor their student's progress throughout the duration of the course, just as you would in a regular learning setting. This can be accomplished by accessing the parental portal, periodically, to monitor student progress.

Parents must support Academic Integrity. Academic Integrity is one of the district's core values and one of the most important areas of focus as a learning organization. Students with Academic Integrity make decisions based on ethics and values that will prepare them to be productive and ethical citizens; it is critical that students learn and understand this concept.

A parent may contact the student's teacher directly via email and/or Google voice to answer questions about the course that you may have. When a parent/guardian has a concern about the student's performance or behavior, the parent/guardian should set up a conference with the child's teacher and/or counselor.

VIII. PROHIBITION AGAINST DISCRIMINATION, HARASSMENT AND/OR BULLYING

The Dignity for All Students Act makes sure students are learning how to get along, work together, and respect differences in schools that are safe and welcoming to all. The District strictly prohibits discrimination, harassment and/or bullying against any student, by employees or students.

Such conduct shall include, *but is not limited to*: acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religious practice, disability, sexual orientation, gender (including gender identity or expression) or sex. This Code, however, does not prohibit the denial of admission into, or exclusion from, a course of instruction based on a person's gender that would be permissible under Education Law §§2854(2)(s) and 3201-a and Title IX of the Education Amendments of 1972, or prohibit, as discrimination based

on disability, actions that would be permissible under §504 of the Rehabilitation Act of 1973.

The District hereby prohibits retaliation against any individual who, in good faith, reports or assists in the investigation of harassment, bullying, and/or discrimination.

A. Dignity Act Coordinator

The Dignity Act emphasizes the importance of tolerance and respect for others by students and staff alike. Therefore, all members of the school community, including essential partners such as superintendents, school board members, parents, students, teachers, school counselors, principals/administrators, support staff and other school personnel have particularly important roles to play in its implementation. A Dignity Act Coordinator has been appointed and trained at each school building in the District; High School, Gregory Ciszak (gciszak@bataviacsd.org), ext. 2002; Middle School, Sherry Crumity (sdcrumity@bataviacsd.org), ext. 3002; John Kennedy Intermediate School, Eric Knapp (erknapp@bataviacsd.org), ext. 5008, Jackson Primary School, Carina Bamann (cebamann@bataviacsd.org), ext. 4006.

B. Disciplinary and Remedial Consequences

The District is committed to the creation and maintenance of a positive learning environment for all students. To that end, the District's response to acts of harassment, bullying, and/or discrimination will incorporate a progressive model of student discipline that includes measured, balanced, and age-appropriate remedies and procedures that make appropriate use of prevention, education, intervention and discipline. Remedial responses will be reasonably calculated to end the harassment, bullying, and/or discrimination, are designed to correct the problem behavior, prevent another occurrence of the behavior, eliminate the hostile environment, and protect the target of the act(s). Appropriate remedial measures will take into consideration the nature and severity of the offending student's behavior(s), the developmental age of the student, the previous disciplinary record of the student and other extenuating circumstances, and the impact the student's behavior(s) had on the individual who was physically injured and/or emotionally harmed. Responses may include, but are not limited to:

- peer support groups;
- restorative practices
- corrective instruction or other relevant learning or service experience;
- supportive intervention;
- behavioral assessment or evaluation;
- student therapy/counseling;
- parent conferences;
- schedule modifications;
- alternative placements;
- targeted use of monitors;
- involvement of parent-teacher organizations

IX. REPORTING VIOLATIONS OF THE CODE OF CONDUCT

All students are required to promptly report serious violations of the Code of Conduct to District staff. District staff members are required to promptly report violations of the Code of Conduct to their supervisor. All District staff members authorized to impose disciplinary sanctions are expected to do so in a prompt, fair, and lawful manner.

Any weapons, alcohol or Illegal Substances found shall be confiscated immediately, followed by notification of the parent of the student involved and the appropriate disciplinary action taken, up to and including permanent suspension and referral for prosecution.

The Building Administrator or his or her designee must notify the appropriate local law enforcement agency of those Code violations that may constitute a crime and substantially affect the order or security of a school as soon as practical, but in no event later than the close of business the day the Building Administrator or designee learns of the violation. The notification may be made by telephone. The notification must identify the student(s) and

explain the conduct that violated the Code of Conduct and may constitute a crime. When necessary a police report will be filed.

Acts of Discrimination, Harassment, or Bullying

Any student, parent, teacher, staff member or visitor may report an incident of discrimination, bullying and/or harassment. Such reports may be made to any staff member, including the principal or the principal's designee, teachers, administrators, and guidance counselors. In the event that a report is made to a staff member other than the principal, such staff member shall immediately inform the principal or the principal's designee of the report. Allegations of discrimination, bullying and/or harassment will be treated as confidential and private to the extent possible.

All school employees and volunteers who have contact with students are required to report alleged violations of this policy to the principal or the principal's designee when the individual witnesses or receives reliable information regarding any such incident. The principal is required to inform the parents of all students involved in alleged incidents. Students, parents, and visitors are encouraged to report alleged violations of this policy to the principal as soon as possible.

The District will submit to the Commissioner of Education an annual report of material incidents of discrimination and/or harassment that occurred in such school year.

Any person having reasonable cause to suspect that a student has been subjected to discrimination or harassment by an employee or student, on school grounds or at a school function, who, acting reasonably and in good faith, either reports such information to school officials, to the commissioner of education, or to law enforcement authorities or otherwise initiates, testifies, participates or assists in any formal or informal proceedings, shall have immunity from any civil liability that may arise from the making of such report or from informal proceedings, and no school District or employee shall take, request or cause a retaliatory action against any such person.

X. DISCIPLINARY PROCEDURES AND PENALTIES

Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that students view as fair and impartial. School personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline.

Disciplinary action, when necessary, will be firm, fair and consistent so as to be the most effective in changing student behavior. In determining the appropriate disciplinary action, school personnel authorized to impose disciplinary penalties will consider the following:

- 1. The student's age.
- 2. The nature of the offense and the circumstances which led to the offense.
- 3. The student's prior disciplinary record.
- 4. The effectiveness of other forms of discipline.
- 5. Information from parents, teachers and/or others, as appropriate.
- 6. Student disability or religious/sacred institution.
- 7. The effects of the inappropriate behavior on the rights, well-being and teaching of other students.
- 8. Other extenuating circumstances.

The violations and sanctions listed in this Code are advisory, and, as a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lesser penalty than subsequent violations. In the case of students who are habitually disruptive or who frequently violate school rules, administrators have the prerogative of applying more severe penalties at any stage, including removal from class and suspension from school. Additionally, a student's first offense in one category, coupled with multiple offenses in other categories may result in a harsher penalty than that of another student who does not have a similar violation history; however, the District reserves the right to impose any level of discipline, even for a first offense, as the facts may warrant.

If the conduct of a student is related to a disability or suspected disability, it is possible the student shall be referred to the Committee on Special Education and discipline, if warranted, shall be administered consistent with the separate requirements of this Code of Conduct for disciplining students with a disability.

A. PENALTIES

Students who are found to have violated the District's Code of Conduct may be subject to the following penalties, either alone or in combination with one another. The school personnel identified after each penalty are authorized to impose that penalty, consistent with the student's right to due process.

- 1. Verbal warning any member of the District staff.
- 2. Written warning. Teachers, Building Administrator, Superintendent.
- 3. Written notification to parent Teachers, Building Administrator, Superintendent.
- 4. Detention Teachers, Building Administrator, Superintendent.
- 5. Device Confiscated Teachers, Administrators, Superintendent
- 6. Suspension from transportation Building Administrator, Director of Transportation.
- 7. Suspension from athletic participation Building Administrator, Director of Health, Physical Education and Interscholastic Athletics, Superintendent.
- 8. Suspension from social or extracurricular activities Building Administrator, Superintendent.
- 9. Suspension of other privileges Building Administrator, Superintendent.
- 10. Saturday Detention (Middle/High School) Building Administrator, Superintendent.
- 11. District will work with local law enforcement agencies and may press charges Superintendent, Building Administrators.
- 12. Genesee County Youth Court—Building Administrator, Superintendent.
- 13. Removal from classroom Teachers, Building Administrator, Superintendent.
- 14. Short-term (five days or less) suspension from school Building Administrator, Superintendent.
- 15. Long-term (more than five days) suspension from school Superintendent.
- 16. Permanent suspension from school Superintendent.

The length of time for the above penalties will be determined by the Administration using the principles of progressive discipline and in accordance with the provisions of the New York State Education Law.

B. PROCEDURES

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

Students who are given penalties other than a verbal warning, written warning, written notification to their parents or detention are entitled to additional rights before the penalty is imposed. These additional rights are explained below as follows.

1. Detention

Teachers, Building Administrators and the Superintendent may use after school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. If detention is used as a penalty, parents may be notified.

2. Suspension from transportation

If a student does not conduct himself/herself properly on a bus, the bus driver is expected to bring such misconduct to the Director of Transportation's attention. Students who become a serious disciplinary problem may have their riding privileges suspended by the Building Administrator and the Director of Transportation. In such

cases, the student's parents 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 if the student is of compulsory attendance age.

A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law Section 3214. However, the student and the student's parents will be provided with a reasonable opportunity for an informal conference with the Building Administrator and Director of Transportation to discuss the conduct and the penalty 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 section 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 penalty involved.

4. In-School Suspension/Saturday Detention

The Board recognizes that 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 the Building Administrator 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" (Middle School only). "In-school suspension" is the temporary removal of students from the classroom and their placement in another area of the school building designated for such a suspension where students will receive substantially equivalent, alternative education.

Saturday Detention (High School only) is an alternative consequence to "In-school Suspension." Saturday Detention does not remove students from the classroom and is considered an equivalent to "in-school suspension." Students who do not attend Saturday Detention will be referred to Genesee County Youth Court. The goal of Youth Court is to improve youth citizenship skills and decrease problematic behavior.

A student subjected to an in-school suspension/Saturday Detention is not entitled to a full hearing pursuant to Education Law Section 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 ant the penalty involved.

5. Pressing Charges

Based on the offense, the District may seek to press charges.

6. Teacher Removal of Disruptive Students (2 Days)

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 many instances the classroom teacher can control disruptive student behavior by using good management techniques. On occasion, a student's behavior may become disruptive. For purposes of this Code of Conduct, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.

A classroom teacher may remove a student from class for up to two (2) days if the teacher determines that the student is disruptive. 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, 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 before the student is removed. Only after the informal discussion may a teacher remove a student from class.

If the student does pose a danger of 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 referral form and meet with the Building Administrator as soon as possible, but not later than the end of the school day, to explain the circumstances of the removal and to present the referral forms. If the Building Administrator is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the Building Administrator prior to the beginning of classes on the next school day.

Within 24 hours after the student's removal, the Building Administrator 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 Building Administrator or the Building Administrator's designee to discuss the reasons for the removal and behavior modifications to remedy the cause for the removal. The notice must be provided to the last known address for the parent by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours. 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.

If at the informal meeting the student denies the charges, the Building Administrator or the Building Administrator's designee must explain why the student was removed and give the student and the student's parent 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 Building Administrator.

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

- 1. The charges against the student are not supported by the 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 Section 3214 and a suspension will be imposed.

The Building Administrator or Building Administrator's designee must make a determination as to whether to overturn the removal before the close of business on the day after the day of the informal hearing. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the Building Administrator 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. Removal of a student with a disability may, under certain circumstances, 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 Building Administrator 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.

Each teacher must keep a complete log (on a District provided form) for all cases of removal of students from their class. The Building Administrator must keep a log of all removals of students from class.

Nothing in this section of the Code of Conduct abridges the customary right or responsibility of a Building Administrator to suspend a student. Further, nothing in this Code abridges the customary right and responsibility of a teacher to manage student behavior in the classroom. Short-term, time honored classroom management techniques such as "time out" in a classroom or in an administrator's office or sending students briefly into the hallway are not considered removals from class. The removal process should not become a substitute for good classroom management.

7. Suspension from School

Suspension from school is a severe penalty, which may be imposed only upon students who are insubordinate,

disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of others. The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the Superintendent and the Building Administrator.

Any staff member may recommend to the Superintendent or the Principal/Building Administrator that a student be suspended. All staff members must immediately report and refer a violent student to the Building Administrator or the Superintendent for the 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.

Upon receiving a recommendation or referral for suspension, or processing a case for suspension, the Building Administrator or the Superintendent 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 Building Administrator or Superintendent (referred to as the "suspending authority") proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law section 3214(3), the suspending authority must immediately notify the student verbally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's parents verbally and 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 reasonable 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 parent of the right to request an immediate informal conference with the Building Administrator. 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 Building Administrator may establish.

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

After the conference, the Building Administrator shall promptly advise the parents in writing of his or her decision.

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

When the Building Administrator or 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.

Pursuant to Education Law Section 3214, the decision of the Superintendent regarding the long-term suspension may be appealed to the Board of Education. The Board will make its decision based solely upon the record before it. All appeals to the Board must be in writing, specifying the reason for the appeal, and submitted to the District Clerk within thirty (30) days of the date of the Superintendent's decision.

There will be no personal appearances before the Board; the appeal will be considered solely in writing. The Board will not convene to consider and decided an appeal unless the full record of the appeal has been compiled and provided to the Board, and at least ten (10) business days remain before the next scheduled Board of Education meeting. If the written appeal is not received and the appeal record has not been compiled in full and provided to the Board at least ten (10) business days before the next scheduled Board meeting, then the appeal will not be considered and decided at that meeting. It will instead be considered at a later regularly scheduled Board meeting.

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 thirty (30) days of the decision.

c. Permanent suspension

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

C. MINIMUM PERIODS OF SUSPENSION

1. Students who bring a firearm to school

Any student other than a student with a disability, found guilty of bringing a firearm 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 Section 3214. The Superintendent has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the penalty, the Superintendent may consider the following:

- a. The student's age.
- b. The student's grade in school.
- c. The student's performance in school.
- d. The student's prior disciplinary record.
- e. The Superintendent's belief that other forms of discipline may be more effective. f. Input from parents, teachers and/or others.
- g. Other extenuating circumstances.

The Superintendent is required to refer the following students to the County Attorney (or the county presentment agency if not the county attorney) for a juvenile delinquency proceeding before the Family Court:

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

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

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

Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a firearm onto school property, shall be subject to suspension from school for at least five days.

If the proposed penalty is the minimum five-day suspension, the student and the student's parent will be given

the same notice and opportunity for a hearing given to all student's subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for a hearing given to all student's 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 penalty, 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 interfering with the teacher's authority over the classroom.

Any student, other than a student with a disability, who engages in conduct which results in the student being removed from the classroom by teacher(s) on four or more occasions during a semester, shall be suspended from school for a least five days.

If the proposed penalty is the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for a hearing given to all student's subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for a hearing given to all student's 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 penalty, the Superintendent may consider the same factors considered in modifying a one-year suspension for possessing a firearm.

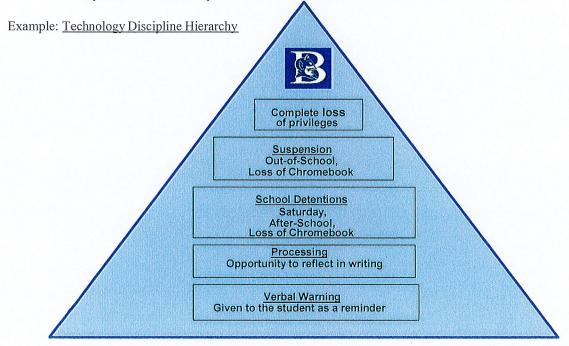
D. Referrals

- 1. Counseling: The Guidance Office shall will handle all referrals of students to counseling and appropriate human services agencies as necessary.
- 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 they require 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.
- 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).

XI. Technology Discipline

The discipline policies at each school have been revised to encompass the one-to-one environment. The privilege of having a computer comes with a new set of responsibilities and new consequences. The Technology Discipline Hierarchy has a common structure District-wide. These are explained in this section. Please reference the materials specific to each building for specific details or contact the school directly.

- 1. The Technology Discipline Hierarchy applies to all BCSD technology, not just Chromebook computers. This includes, but is not limited to Interactive Display Boards, Promethean Boards, document cameras, projectors, desktop computers, printers, mice, digital cameras, etc.
- 2. Discipline is progressive. Low-level, first-time infractions will have a lesser consequence than infractions that are repetitive or more serious in nature.
- 3. Classroom interventions will be the first level of discipline. This includes verbal warnings, seating changes, and teacher contact with home.
- 4. Discipline progresses in levels. Consequences include in-school detentions, after-school detentions, assignments that re-teach or reinforce correct behaviors, restricted computer access, office referrals, and suspensions.
- 5. Compliance checks may be conducted on a student's computer at any time. These may be schoolwide checks or conducted individually due to suspicion of inappropriate computer usage.
- 6. BCSD may remove a user's access to the network without notice at any time if the user is engaged in any unauthorized activity.



XII. ALTERNATIVE INSTRUCTION

When a student of compulsory attendance age is removed from class by a teacher or suspended from school pursuant to Education Law section 3214, the District will take immediate steps to provide alternative educational programs appropriate to individual student needs.

XIII. DISCIPLINE OF STUDENTS WITH DISABILITIES

The Board of Education recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The Board also recognizes that students with disabilities are entitled to certain procedural protections whenever school authorities intend to impose discipline upon them. The Board is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations.

This Code of Conduct affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable federal and state law and regulations.

A. AUTHORIZED SUSPENSIONS OR REMOVALS OF STUDENTS WITH DISABILITIES

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

A "student with a disability" means a student who falls within one of the classifications set forth in the Individuals with Disabilities Education Act (IDEA) and section 200.1 of the Commissioner of Education regulations, and who, because of such classification, needs special education or related services.

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

A "removal" means a removal for disciplinary reasons from the student's current educational placement other than a suspension and change in placement to an interim alternative educational setting (IAES) ordered by an impartial hearing officer because the student poses a risk of harm to himself/herself or others.

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

- 2. School personnel may order the suspension or removal of a student with a disability from his or her current educational placement as follows:
 - a. The Board, the District (BOCES) Superintendent of Schools or a Building Administrator delegated the authority to suspend students 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 and not to exceed the amount of time a student without a disability would be subject to suspension for the same behavior.
 - b. The Superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for up to ten (10) consecutive school days, inclusive of any period in which the student has been suspended or removed under subparagraph (a) above for the same behavior, if the Superintendent determines that the student has engaged in behavior that warrants a suspension and the suspension or removal does not exceed the amount of time a student without a disability would be subject to suspension for the same behavior.

- c. The Superintendent may order additional suspensions of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement.
- d. The Superintendent may order the placement of a student with a disability in an IAES to be determined by the committee on special education (CSE), for the same amount of time that a student without a disability would be subject to discipline, but not more than 45 days, if the student carries or possesses a weapon to school or to a school function, or the student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function, or has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function.
 - 1) "Weapon" means the same as "dangerous weapon" under 18 U.S.C. Section 930 (g)(w) which includes "a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except... (for) a pocket knife with a blade of less than 2 1/2 inches in length".
 - 2) "Controlled substance" means a drug or other substance identified in certain provisions of the federal Control Substances Act specified in both federal and state law and regulations applicable to this policy.
 - 3) "Illegal drugs" means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law.
 - 4) "Serious bodily injury" means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.
- 3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in IAES setting for up to 45 days at a time, if maintaining the student in his or her current educational placement poses a risk of harm to the student or others.

B. CHANGE OF PLACEMENT RULE

- 1. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
 - a. for more than ten (10) consecutive school days; or
 - b. for a period of ten (10) consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than ten (10) school days in a school year and because of such factors as the length of each suspension or removal, the total amount of time the student is removed and the proximity of the suspensions or removals to one another.
- 2. School personnel may not suspend or remove a student with disabilities if imposition of the suspension or removal would result in a disciplinary change in placement based on a pattern of suspension or removal.

However, the District may impose a suspension or removal, which would otherwise result in a disciplinary change in placement, based on a pattern of suspensions or removals if the CSE has determined that the behavior was not a manifestation of the student's disability, or the student is placed in an IAES for behavior involving weapons, illegal drugs or controlled substances, or for inflicting serious bodily harm.

C. SPECIAL RULES REGARDING THE SUSPENSION OR REMOVAL OF STUDENTS WITH DISABILITIES.

- 1. The District's Committee on Special Education shall:
 - a. Whenever the District is first suspending or removing a student with a disability for more than ten (10) school days in a school year or imposing a suspension or removal that constitutes a disciplinary change in placement, conduct a review of the relationship between the student's

disability and the behavior subject to disciplinary action to determine if the conduct is a manifestation of the disability. Such review must be made as immediate as possible, but in no case later than ten (10) school days after:

- 1) a decision is made by the Superintendent to change the placement of a student to an IAES; or
- 2) a decision is made by an impartial hearing officer to place a student in an IAES; or
- 3) a decision is made by the Board of Education, Building Administrator or Superintendent to impose a suspension that constitutes a disciplinary change in placement.
- b. Conduct a functional behavioral assessment to determine why a student engages in a particular behavior, and develop or review a behavioral intervention plan whenever the District is first suspending or removing a student with a disability for more than ten (10) school days in a school year or imposing a suspension or removal that constitutes a disciplinary change in placement, including a change in placement to an IAES for misconduct involving weapons, illegal drugs or controlled substances.
- c. If a behavioral intervention plan has already been developed, meet to review such plan and its implementation and modify the plan and its implementation as necessary, to address the behavior that resulted in the change in placement.
- 2. The parents of a student who is facing disciplinary action, but who has not been determined to be eligible for special education services at the time of misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state law and regulations if, in accordance with federal and state statutory and regulatory criteria, the District is deemed to have had knowledge that their child was a student with a disability before the behavior precipitating disciplinary action occurred. If the District is deemed to have had such knowledge before the behavior occurred, the student will be considered a student presumed to have a disability for discipline purposes.
 - a. The Superintendent, Building Administrator or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
 - b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the District had knowledge the student was a student with a disability, the District either:
 - conducted an individual evaluation and determined that the student is not a student with a
 disability, or
 - 2) determined that an evaluation was not necessary and provided notice to the parents of such determination, in the manner required by applicable law and regulations.

If there is no basis for knowledge that the student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as any other non-disabled student who engages in comparable behaviors.

However, if a request for an individual evaluation is made while such non-disabled student is subjected to a disciplinary removal, an expedited evaluation shall be conducted and completed in the manner prescribed by applicable federal and state law and regulations. Until the expedited evaluation is completed, the non-disabled student who is not a student presumed to have a disability for discipline purposes shall remain in the educational placement determined by the District, which can include suspension.

- 3. The District shall provide parents with notice of disciplinary removal no later than the date on which a decision is made to change the placement of a student with a disability to an IAES for either misconduct involving weapons, illegal drugs or controlled substances or because maintaining the student in his/her current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension or removal that constitutes a disciplinary change in placement. The procedural safeguards notice prescribed by the Commissioner of Education shall accompany the notice of disciplinary removal.
- 4. The parents of a student with disabilities subject to a suspension of five consecutive school days or less shall be provided with the same opportunity for an informal conference available to parents of non-disabled students under the Education Law.
- 5. Superintendent hearings on disciplinary charges against students with disabilities subject to a

- suspension of more than five (5) school days shall be bifurcated into a guilt phase and a penalty phase in accordance with the procedures set forth in the Regulations of the Commissioner of Education incorporated into this policy.
- 6. The removal of a student with disabilities other than a suspension or placement in an IAES shall be conducted in accordance with the due process procedures applicable to such removals of non-disabled students, except that school personnel may not impose such removal for more than ten (10) consecutive days or for a period that would result in a disciplinary change in placement, unless the CSE has determined that the behavior is not a manifestation of the student's disability.
- 7. During any period of suspension or removal, including placement in an IAES, students with disabilities shall be provided services as required by the Regulations of the Commissioner of Education incorporated into this policy.

D. EXPEDITED DUE PROCESS HEARINGS

- 1. An expedited due process hearing shall be conducted in the manner specified by the Regulations of the Commissioner of Education incorporated into this Code, if:
 - a. The District requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his or her current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his or her current educational placement during such proceedings.
 - b. The parent requests such a hearing from a determination that the student's behavior was not a manifestation of the student's disability, or relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.
 - 1) During the pendency of an expedited due process hearing or appeal regarding the placement of a student in an IAES for behavior involving weapons, illegal drugs or controlled substances, or on grounds of dangerousness, or regarding a determination that the behavior is not a manifestation of the student's disability for a student who has been placed in an IAES, the student shall remain in the IAES pending the decision of the impartial hearing officer or until expiration of the IAES placement, whichever occurs first, unless the parents and the District agree otherwise.
 - 2) If school personnel propose to change the student's placement after expiration of an IAES placement, during the pendency of any proceeding to challenge the proposed change in placement, the student shall remain in the placement prior to removal to the IAES, except where the student is again placed in an IAES.
- 2. An expedited due process hearing shall be completed within 15 business days of receipt of the request for a hearing. Although the impartial hearing officer may grant specific extensions of such time period, he or she must mail a written decision to the District and the parents within five business days after the last hearing date, and in no event later than 45 calendar days after receipt of the request for a hearing, without exceptions or extension.

E. REFERRAL TO LAW ENFORCEMENT AND JUDICIAL AUTHORITIES

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

- 1. The District may report a crime committed by a student with a disability to appropriate authorities, and such action will not constitute a change of the student's placement.
- The Superintendent shall ensure that copies of the special education and disciplinary records of a student with disabilities are transmitted for consideration to the appropriate authorities to whom a crime is reported.

XIV. CORPORAL PUNISHMENT

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

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

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

Such emergency interventions shall only be used in situations where alternative procedures and methods not involving the use of reasonable physical force cannot reasonably be employed. Emergency interventions shall <u>not</u> be used as a punishment or as a substitute for systematic behavioral interventions that are designed to change, replace, modify or eliminate a targeted behavior.

In situations when a school employee uses physical force against a student, the school employee shall, make an immediate verbal report of the situation to the Building Principal or Supervisor/designee with the written report to follow within forty-eight (48) hours. The Building Principal or Supervisor/designee shall, within the same school day, make an immediate verbal report to the Superintendent/designee describing in detail the circumstances and the nature of the action taken with the written report to follow within forty-eight (48) hours.

The School District will maintain documentation on the use of emergency interventions for each student including:

- a) Name and date of birth of student;
- b) Setting, location, date and time of the incident;
- c) Name of staff or other persons involved;
- d) Description of the incident and emergency intervention used, including duration;
- e) A statement as to whether the student has a current behavioral intervention plan; and
- f) Details of any injuries sustained by the student or others, including staff, as a result of the incident.

This documentation will be reviewed by School District supervisory personnel and, if necessary, by the school nurse or other medical personnel.

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

XV. VISITORS TO THE SCHOOLS

The Board encourages parents and other District citizens to visit the District's schools and classrooms to observe the work of students, teachers and other staff. Since schools are a place of work and learning, however, certain limits must be set for such visits. The Building Administrator/Principal is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

- 1. Anyone who is not a regular staff member or student of the school will be considered a "visitor".
- 2. All visitors to the school must report to the office of the Principal upon arrival at the school. 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 Principal's office before leaving the building.
- 3. Visitors attending school functions that are open to the public after normal school hours such as parent/teacher organization meetings or public gatherings are not required to register.
- 4. Parents or citizens who wish to observe a classroom while school is in session are required to arrange such visits in advance with the Building Administrator, so that class disruption is kept to a minimum.
- 5. Teachers are expected not to take class time to discuss individual matters with visitors.

- 6. Any unauthorized person on school property will be reported to the Building Administrator. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
- 7. All visitors are expected to abide by the rules for public conduct on school property contained in this Code of Conduct.

XVI. PUBLIC CONDUCT ON SCHOOL PROPERTY

The District is committed to providing an orderly, respectful environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary to regulate public conduct on school property and at school functions.

The restrictions on public conduct on school property and at school functions contained in this Code are not intended to limit freedom of speech or peaceful assembly. The District recognizes that free inquiry and free expression are indispensable to the objectives of the District. The purpose of this Code is to maintain public order and prevent abuse of the rights of others. In addition, the District has established a District-level school safety plan and a building-level emergency response plan for each District school, which have been developed in accordance with applicable law and regulation to assure the security and safety of students and school personnel.

A. PROHIBITED CONDUCT

No person, either alone or with others, shall:

- 1. Intentionally injure any person or threaten to do so.
- 2. Intentionally damage, destroy, or remove District property or the personal property of a teacher, student, administrator, other District employee or any person lawfully on school property.
- 3. Disrupt the orderly conduct of classes, school programs or other school activities.
- 4. Distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action or violence, appear libelous, obstruct the rights of others, or are disruptive to the school program.
- 5. Intimidate, harass, or discriminate against any person on the basis of race, color, weight, national origin, ethnic group, religious practice, disability, sexual orientation, gender (including gender identity or expression), or sex.
- 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 distribute or exchange alcoholic beverages, controlled substances, including but not limited to inhalants, e-liquids including propylene glycol (liquid nicotine), cannabinoids (marijuana), synthetic cannabinoids (e.g. K2, Spice), cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike or "counterfeit" drugs, and any substances commonly referred to as "designer drugs", or be under the influence of either alcohol or controlled substances on school property or at a school function.
- 10. Possess or use firearms or other weapons including but not limited to 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 school District.
- 11. Loiter on or about school property.
- 12. Gamble on school property or at school functions.
- 13. Refuse to comply with any reasonable order of identifiable school District officials performing their duties.
- 14. Willfully incite others to commit any of the acts prohibited by this Code.
- 15. Violate any federal or state statute, local ordinance or board policy while on school property or while at a school function.
- 16. Smoke and/or possess a lighted or unlighted cigarette, cigar, pipe, electronic cigarette ("e-cigarette" or "e- cig") or similar devices including but not limited to e-hookahs, hookah pens and vape pens; or

use chewing or smokeless tobacco, including dip, chew, and or snuff in any form. Smoke or use of other tobacco products or non-tobacco products including but not limited to, electronic cigarettes ("e-cigarettes" or "e-cigar").

17. Commit acts which threaten the safety and welfare of persons on school property.

B. PENALTIES

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

- 1. <u>Visitors</u> Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection.
- 2. <u>Students</u> They shall be subject to disciplinary action as the facts may warrant, including any of the penalties listed in the "Penalties" section of this Code of Conduct, in accordance with the due process of law requirements.
- 3. <u>Tenured faculty members</u> They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law section 3020-a or any other legal rights that they may have.
- 4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law section 75. They shall be subject to disciplinary action as the facts may warrant in accordance with Civil Service Law section 75 or any other legal rights that they may have.
- 5. <u>Staff members other than those described in subdivisions 3 and 4.</u> They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.
- 6. The District may initiate disciplinary action against any student or staff member, or visitor as appropriate. The District reserves its right to pursue a civil or criminal legal action against any person violating this Code.

C. ENFORCEMENT

The Superintendent and Building Administrators shall be responsible for enforcing the conduct required by this Code. The Superintendent may designate other District staff who are authorized to take action consistent with the Code.

XVII. DISSEMINATION AND REVIEW

A. Dissemination of Code of Conduct

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

- 1. Providing copies of a summary of the Code to all students.
- 2. Distributing a summary of the Code of Conduct written in plain language to all persons in parental relation to District students before the beginning of each school year and making this summary available later upon request.
- 3. 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.
- 4. Providing all new employees and students with a copy of the current Code of Conduct when they are first hired/enrolled.
- 5. Making copies of the Code available for review by students, parents or persons in parental relation to students, other school staff and other community members.
- 6. Providing training to students and staff about the Dignity for All Students Act, the prohibition against discrimination and harassment, intimidation or bullying, and the availability of each school's Dignity Act Coordinator.

On an annual basis, the Code of Conduct will be publicized and explained to all students and distributed, in writing, to parents and persons in parental relation to students. A copy of the Code will be filed in each school building, where it will be available for review by any individual.

The Board will sponsor an in-service education program for all District staff members to ensure the effective implementation of the Code of Conduct, including but not limited to, promoting a safe and supportive school climate while discouraging, among other things, discrimination, bullying and/or harassment against students by students and/or school employees; and including safe and supportive school climate concepts in the curriculum and classroom management. 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.

The Board of Education will review this Code of Conduct every year and update is as necessary. In conducting the review, the Board will consider how effective the Code's provisions have been and whether the Code has been applied fairly and consistently.

The Board may appoint an advisory committee to assist in reviewing the Code and the District's response to Code of Conduct violations. The committee will be made up of representatives of student, teacher, administrator, parent organizations, school safety personnel and other school personnel.

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

The Code of Conduct and any amendments to it will be filed with Commissioner of Education no later than 30 days after adoption.

5-12 AUP ACCEPTABLE USE POLICY

Batavia City School District Acceptable Use Policy (AUP)

Student Technology Contract & Release Form

This form must be filled out and returned to the Library after reading the policy.

Student Contract Grades 5-12							
	Please print Student's Name Grade						
will is n	follov ot limi	v the r	have read the Acceptable Use Policy and book Policy Guide. I accept the responsibility to use the schules. I will not release any personal information on the Interpolation, my full name, address, telephone number, and credit card remay be revoked for any violation of the rules.	ool's equipment and I net. This includes, but			
Student The info date and	lent Di schoo rmatio and p height	irector ol dis n" Din olace o	ry Information (FERPA) trict has designated certain categories of student information includes student name, photograph, address of birth, major course of study, participation in school active member of an athletic team, dates of attendance, degrees and sended, class schedule, photograph, and class roster.	ess, telephone number, ities or sports, weight			
If you object to the release of any or all of the directory information listed above, you must do so in writing to the appropriate building principal.							
Batavia City School District Web Practice The district will publish non-identifiable photographs and/or videos on the web. Nonidentifiable photographs are defined as photographs with no individual names. Identifiable photographs will be published on the web only when written parental consent has been obtained. Parent Permission: Read carefully and sign one permission slip for each of your children.							
1.	Yes	No	I have read the BCSD 1:1 Chromebook Guide, and the Student Delicy.				
2.	Yes	No	I, the parent/guardian of the above signed student, grant permissi and the school to publish student photographs/videos online, with student last names and confidential personal information will not	the understanding that			
3.	I, the parent/guardian of the above signed student, grant permission for my son/daughter						
Parent/Guardian Signature: Date:				Date:			
Stud	dent Si	gnature); ;	Date:			

Batavia City School District Acceptable Use Policy (AUP)

Chromebook Issued:		

This policy may be amended at any time. Legal Authorization: Education Law Sections 1604, 1709, 1804

Purpose

The Batavia City School District Board of Education provides a computer system including the Internet to:

- promote educational excellence
- · promote resource sharing
- promote innovative instruction
- · promote communication
- prepare students to live and work in the 21st century

Teachers, other members of the instructional staff, and administrators are authorized to use the computer system and connections for instruction, professional development, training, research and communications related to curriculum. Students are also authorized to use the computer system for educational research and communication. The computer system includes all hardware, software, data communication lines and devices, terminals, printers, CDROM devices, tape driver, servers, server and personal computers, the Internet, email, local and wide area networks, and the use of wireless network with personal devices (BYOD/Bring Your Own Device).

Use of the system during school and professional hours must be (1) in support of education and or research, (2) for school business, (3) in support of the mission of Batavia City School District, and (4) in accordance with all Board of Education policies and state and federal regulations.

The computer system will also assist in sharing information with the local community including parents, local, state and federal government agencies, and businesses.

Access to the Batavia City School District computer system is a privilege and not a right. Violation of any of the provisions described below will result in disciplinary action.

District Responsibility

The technology staff shall provide the following services including but not limited to:

- Establishing individual and class accounts (server based and online)
- Setting quotas for disk usage on the system
- Devising a district virus protection procedure
- Ensuring that each user has a current Acceptable User Agreement form on file

Batavia City School District will provide the following services including, but not limited to:

- Email accounts for staff and students in certain curriculum
- Internet access
- A filtering system

Acceptable Use

Effective performance of computer and telecommunication networks, whether local or global, relies upon end users adhering to established standards of proper conduct. In general, this requires efficient, ethical, and legal utilization of network resources. Use of the Batavia City School District computer system must be consistent with the educational objectives and mission of the district.

Each employee, student, and parent or guardian of each student shall sign an Acceptable Use Agreement before gaining access to the Batavia City School District computer system. Any employee or student who fails to comply with the terms of this policy or the regulations developed by the Superintendent may lose system privileges. Employees may also be disciplined by the Superintendent up to and including termination depending upon the nature of the violation of this policy or the implementing regulations. Students may be disciplined in accordance with the district Code of Conduct. Employees and students may also be subject to appropriate legal action for violation of this policy or implementing regulations.

Each employee, student, and parent or guardian has read and signed off on the Batavia City School District Chromebook Policy Guide.

This is not intended to be an exhaustive list. Students, parents or staff who have questions about prohibited activities are encouraged to contact a building administrator.

A. Illegal Activities

- Attempts to gain unauthorized access to accounts
- Use of an account not assigned to the individual
- Vandalism is not permitted and will be strictly disciplined
- Transmission of any material in violation of any law is prohibited. This includes but is not limited to: copyrighted materials, threatening or obscene materials, or material protected by trade secrets.
- Users will not plagiarize any materials from the Internet
- Users will not attempt to circumvent or bypass filtering system
- Users will not install or attempt to install any updates or upgrades to computer software
- Users will not install software on computers

B. System Security

- Network accounts shall be used by authorized owners only
- Passwords should be kept private and changed frequently
- Users will immediately notify the instructor in charge if they have identified a possible security problem

C. Inappropriate Language

- Students and employees will conduct themselves in a manner that is appropriate and properly represents Batavia City School District while online
- Use of obscene, profane, lewd, vulgar, rude, inflammatory, threatening or disrespectful language is expressly forbidden
- Information will not be posted that, if acted upon, could cause damage or a danger of disruption
- Users will not harass or otherwise engage in personal attacks
- Users will not participate in any form of cyber bullying

D. Inappropriate Use of System

- Use of IRCs (Internet Relay Chats, or similar services) is prohibited
- Internet use for commercial purposes, financial gain, personal business, product advertisements, or political lobbying is prohibited
- Users will not download large files unless absolutely necessary
- Users will not use excessive data storage or network bandwidth
- Users will not engage in spamming
- Educational games will be permitted at the discretion of the instructor providing that the student is passing and all school work is complete
- · Users shall not use proxy sites, services, or programs to bypass internet filtering

E. Personal Safety (Restrictions are for students only)

- Personal information such as addresses, phone numbers, financial information, or nondistrict Email addresses shall not be included in network communications
- Students will not agree to meet with someone they have met online through the school computer system
- Students will promptly notify the instructor in charge if they receive any message that is inappropriate, offensive or makes them feel uncomfortable
- Personal email usage during school hours is expressively prohibited
- Students using personal devices are still subject to all school rules and regulations

Limitation of Liability

The Batavia City School District makes no warranties of any kind, whether express or implied, for the service it is providing. The District will not be responsible for any damages suffered while on the system. These damages may include loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by negligence, errors or omissions. The district specifically denies any responsibility for the accuracy or quality of information obtained through its services. Further, the district is not responsible for any unauthorized charge or fee resulting from use of the school computer system.

Right of Privacy

Employees and students have no right of privacy and should have no expectation of privacy in materials sent, received, or stored in the Batavia City School District computer system.

Parental Notification and Responsibility

The Batavia City School District will notify parents and legal guardians about the computer systems and the Board of Education Policy and Regulations governing its use. Parents must sign an Acceptable Use Agreement to allow their student access to the Internet and/or email. A parent who does not want their child(ren) to have access to the Internet and/or email may memorialize that decision via the Acceptable Use Agreement form. Parents and legal guardians have the right to revoke their permission and terminate the student's Internet access at any time. The school will provide information to the parents about the filtering software.

There is a wide range of material available on the Internet, some of which may not fit the values of particular families. It is not possible for the school district to monitor and enforce social values in student use of the Internet. Further, the school district recognizes that parents bear the primary

responsibility for transmitting their particular set of family values to their children; therefore, the school encourages parents to specify to their child(ren) what material is and is not acceptable.

Violations/Due Process

The Batavia City School District will cooperate fully with local, state and federal officials in any investigation concerning or relating to any illegal activities conducted through the computer system. In the event that there is an allegation that a student or employee has violated the district's Acceptable Use Policy or the provisions of this regulation, the student or employee will be presented with the charges and provided an opportunity to present an explanation before further disciplinary actions are taken.

Disciplinary actions will be tailored to meet the specific concerns related to the violation and to assist the user in gaining the self-discipline necessary to behave appropriately on an electronic network. Disciplinary actions are in accordance with the Batavia City School District Code of Conduct and may include the following:

- Removal from the network
- Suspension
- Law Enforcement Involvement

Search and Seizure

An individual search may be conducted when there is reasonable suspicion that the user has violated the law, the Code of Conduct, or School Board Policy. The nature of the search/investigation will be reasonable and in keeping with the nature of the alleged misconduct as per the Acceptable Use Policy.

System users have no right of privacy and should have no expectation of privacy in materials sent, received or stored in school owned computers or on the district computer system. Glossary

Term	Description
Harassment	Persistently acting in a manner that distresses or annoys another person.
Plagiarize	To take the ideas or writing of others and presenting them as if they were original to the user.
Spamming	Sending an annoying or unnecessary message to a large number of people.
Vandalism	Any attempt to harm or destroy data or another user, agency or network including uploading, downloading, or creating computer viruses.

What is Blocking/Filtering Software:

Blocking/Filtering software is a mechanism used to:

- restrict access to Internet content, based on an internal database of the product, or:
- restrict access to Internet content through a database maintained external to the product itself, or:
- restrict access to Internet content to certain ratings assigned to those sites by a third party or;
- restrict access to Internet content by scanning text, based on a keyword or phrase or text string, or;
- restrict access to Internet content by scanning pixels, based on color or tone, or; restrict access to Internet content based on the source of the information

RESOLUTION APPROVING INTERMUNICIPAL AGREEMENT FOR SRO SERVICES

At a Regular Meeting of the Board of Education (the "Board") of the Batavia City School District (the "School District"), held on ______, 2022.

WHEREAS, Article 5-G of the New York State General Municipal Law provides the authority for the School District and City of Batavia (the "City") to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the Board of Education of the School District has determined that an effective and efficient method to protect the safety of School District students, staff and property is an intermunicipal agreement with the City to obtain School Resource Officer ("SRO") services commencing September 1, 2022 and expiring June 30, 2025; and

WHEREAS, the Board of Education has had the opportunity to review the proposed agreement;

NOW, THEREFORE, the Board of Education of the School District resolves as follows:

- 1. The Board of Education hereby approves the intermunicipal agreement between the School District and City for SRO services commencing September 1, 2022 and expiring June 30, 2025.
- 2. The Board authorizes the Superintendent to execute the intermunicipal agreement in the form approved by legal counsel.
- 3. This Resolution shall take effect immediately.

Date: , 2022	
	District Clerk
	Batavia City School District

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (this "Agreement") is made as of April 11, 2022July 12, 2022 by and between the City of Batavia, New York, Police Department, whose principal address is 10 Main Street, Batavia, New York 14020 (hereafter referred to as the "City"); and Batavia City School District, whose principal address is 260 State Street, Batavia, New York 14020 (hereinafter referred to as the "School District").

WHEREAS, Article 5-G of the New York State's General Municipal Law ("GML"), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and City are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of an officers of the City to serve as School Resource Officers at the School District;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. General Terms and Conditions.

- a. The City and School District enter into this Agreement for the purpose of placing a City Law Enforcement Officers on site at the School District to serve as a SRO's. The City will assign the SRO's to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein and in accordance with the Collective Bargaining Agreement (CBA) between the City and City of Batavia Police Benevolent Association (PBA).
- <u>b.</u> The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.
- c. The SRO's shall be subject to all other personnel policies and practices of the City.
- 2. <u>Purpose</u>. The School District hereby agrees to secure the services of the City, and the City agrees to provide the School District with one (1)two (2) full-time SRO's designated by mutual agreement of the City and the School District from the first day of the academic year of the School District, excepting days in which the School District is not in session, to be assigned as follows:

The City agrees to have the SRO's on site at the designated School District building and hours each day that school is in session during the school year between September 1st and June 30th.

The SRO's shall be on site at the designated School District facilities for school events such as sporting events or district meetings as needed.

The terms of this Agreement have been developed with stakeholder input per the requirements of 8 NYCRR Section 155.17(c)(l)(xi).

3. <u>Term</u>. The term of this Agreement commences April 11, 2022September 1, 2022 and expires on June 30, 20245 (the "Term").

This Agreement may be terminated upon thirty (30) days' written notice to the other party at said party's designated address. Upon such early termination, the School District shall be liable for amounts owed as of the effective date of termination. Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Council.

4. Payment.

- a. **SRO Compensation.** The City agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City.
- b. City Compensation. The School District shall pay to the City 100% of the SRO's salary during the Term of this Agreement, to include retirement, holiday pay, longevity, Medicare payments, FICA, workers comp, medical insurance, life insurance, overtime compensation and any other miscellaneous benefits as per the current CBA. All payments owed by the School District to the City under the terms of this Agreement shall be made within thirty (30) days following School District's receipt of an invoice from the City. Services for the SRO will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle. Billing cycle will be on a quarterly basis.
- 5. <u>School District Duties</u>. In addition to any responsibilities of the School District set forth in this Agreement, the School District will:
 - a. Review that the SRO's hasve received all training required under the terms of this Agreement;
 - b. Train the School District staff annually regarding appropriate role of the SRO's in schools, and appropriate conditions under which an SRO's assistance may be requested;

- c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status.
- d. To the extent permitted by law and/or School District policy, provide designated SRO's with an office which includes access to a location for files and records that can be properly locked and secured. Access to other general office equipment such as fax machines, copy machines, etc. The District agrees to provide the SRO's with a laptop computer, dedicated printer, necessary office supplies, access to the network and to work with the City's IT consultants and/or installers to ensure that the SRO's hasve appropriate access to appropriate criminal justice databases as well as internet access.
- e. The School District acknowledges that the SRO's may be required to attend, at the direction of the City, emergencies, special needs and training functions as deemed necessary by the City.

6. City Duties

- a. General Obligations of the City. The City will:
 - i. Train the SRO's regarding their role in the School District prior to his/her placement in the School District, and provide at least one (1) training annually thereafter.
 - ii. Collect data reflecting all school based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, gender, age, race/ethnicity, and disability. The City shall provide this data to the School District at least once each year during the term of this Agreement.
 - iii. Cooperate with the District to implement the SRO Program with the least possible disruption to the educational process.
- b. **Duties of SRO.** The City shall also provide the School District with an officers capable of providing the following SRO services:
 - i. Report directly to the City Police Chief or his/her designee.
 - ii. Patrol and observe all areas of the school buildings and grounds.
 - iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations, using force only when necessary.

- iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations. Make appropriate referrals as necessary.
- v. Report all violations of law, school rules, regulations or policies to school administration.
- vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.
- vii. Act as liaison with police and other emergency personnel.
- viii. Build relationships by being a liaison between the police department and the School District.
- ix. Advise school administration of any circumstances or situation, coming to the SRO's attention, that may create any potential harm to persons, or damage to, or loss of property.
- x. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.
- xi. Become familiar with all hidden recesses in the building and check them as time permits.
- xii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
- xiii. Question any individual not having appropriate identification to ascertain his/her business on school property and take appropriate action.
- xiv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.
- xv. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to impaired driving, weapons, sale, and use of illegal drugs, etc.
- xvi. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.
- xvii. Educate potential school-age victims in crime prevention and safety.
- xviii. Develop or expand crime prevention efforts for students.
- c. **Event Duties**. Upon request of the School District, the City will provide the SRO's for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required.
- d. All Duties. SRO's shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. The SRO's shall not detain or question students for the sole purpose of ascertaining their

immigration status. The SRO's shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

- 7. **SRO Program Objectives**. The objectives of the SRO program are to:
 - a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.
 - b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
 - i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies.
 - ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
 - c. Facilitate crime prevention, Law Enforcement, and security consultation;
 - d. Build lines of communication and promote positive attitudes between students and the City's Police Department;
 - e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity;
 - f. Provide a positive role model to the students; and
 - g. Provide education in Law Enforcement, as requested and appropriate.
- 8. **Qualifications of SRO**. All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. All The SRO's shall meet the following qualifications:

- a. Be a full time, City of Batavia law enforcement officers certified by the State of New York with law enforcement experience;
- b. Have excellent communication skills;
- c. Be able to relate well to children of all ages; and
- d. Possess good coordinating and planning skills.
- 9. Independent Contractor. The City shall be providing services to the School District as an independent contractor, and any and all services performed by thean SRO under this Agreement shall be performed in such capacity. The SRO's 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's 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. The City 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 or its relationship with the School District. In the event the School District has made all payments due under Paragraph 4(b), 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 Batavia City Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

10. Absences and Replacements.

- a. **Absences**. In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor and School designee. In the event of long-term absences, the Chief of Police or designee will meet with meet the District Superintendent or designee and assign a fill-in officer on a case-by-case basis when City staffing levels allow for such assignment.
- b. Replacements and Removals. In the event that the Superintendent of Schools and/or the City determine that the work of an SRO is unsatisfactory to either or both, then in that event the Superintendent and the City shall meet to seek agreement or corrective action. If the Superintendent of Schools and the City are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the School District. The Superintendent

of Schools and the City shall thereafter meet to determine if a replacement SRO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.

- i. Irrespective of the above provisions, the School District and City pursuant to their respective policies, rules and regulations, may terminate anthe SRO's assignment to the School District when either or both Boards believe the same is in the best interest of the School District and City.
- ii. In the event of the resignation, dismissal or reassignment of anthe SRO, or in case of long term absences by anthe SRO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the City and the School District shall find a suitable, permanent replacement for the School Resource Officer.
- 11. Confidentiality. The City acknowledges and agrees that, in the course of providing these services, the City may obtain confidential information and records about the School District, its students and employees, and School District practices and procedures. The parties agree that they shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and the New York State Education Law. The School District will provide the SRO's training on his/her obligation under FERPA and Education Law Section 2-d. The parties further agree to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement unless required to do so by law or court order, and shall share such information with each other only if permitted by law. Required disclosures pursuant to the Freedom of Information Law or other applicable law or regulation shall not be considered a breach of this Agreement.

12. Indemnification.

The City shall indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, reasonable attorney's fees and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omissions of, or those reasonably assumed by the City, its officers, employees (including the SRO), agents and representatives.

a. The School District shall indemnify and hold harmless the City from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively Liabilities") to the extent such Liabilities arise from the acts or omissions of, or those reasonably assumed by the School District, its officers, employees, agents and representatives.

13. District Code of Conduct and Searches.

- a. Investigations involving possible infractions of the District's Code of Conduct and the imposition of discipline thereunder are the responsibility of the District's administration. While anthe SRO may act as a resource to a school administrator during an investigation, the SRO's may not directly question students or assign discipline.
- b. School officials may conduct searches of students' property and person as permitted by New York State Law. The SRO's should not become involved in administrative searches unless specifically requested by the school to provide security, protection, or for handling of contraband. Administrative searches must be at the direction and control of the school principal. At no time shall the SRO's request that an administrative search be conducted for law enforcement purposes or have school staff act as his/her agent.
- 14. Non-Appropriation. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such event, the School District shall be under no further obligation to the City other than payment for cost actually incurred prior to termination and in no event will the City be responsible for any actual or consequential damages as a result of termination.
- 15. <u>Governing Law</u>. The Agreement shall be construed and interpreted in accordance with the laws of New York State.
- 16. Assignment. This Agreement may not be assigned by either party.
- 17. <u>Interpretation</u>. The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.
- 18. <u>Waiver</u>. The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.
- 19. <u>Applicability</u>. 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.

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

CITY OF BATAVIA

BATAVIA CITY SCHOOL DISTRICT

Eugene Jankowski Jr., City Council President	Jason Smith., Superintendent
Date	Date
SEAL	SEAL
Rachael Tabelski, City Manager	
Date	
SEAL	
Shawn Heubusch, Police Chief	
Date	
SEAL	

ADDENDUM A

Parents' Bill of Rights for Data Privacy and Security

The NYS Education Department's Education Law §2-d Bill of Rights for Data Privacy and Security

Parents and eligible students¹ can expect the following:

- A student's personally identifiable information (PII)² cannot be sold or released for any commercial purpose.
- The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency.
- State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, that protect the confidentiality of a student's PII, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- A complete list of all student data elements collected by NYSED is available for public review at <u>www.nysed.gov/data-privacy-security</u>, and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- 5. The right to have complaints about possible breaches and mauthorized disclosures of student data addressed. Complaints may be submitted to NYSED online at www.nysed.gov/data-privacy-security, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, by email to privacy@nysed.gov, or by telephone at 518-474-0937.
- To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PH occurs.
- Educational agency workers that handle PH will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect PH.
- Educational agency contracts with vendors that receive PH will address statutory and regulatory data privacy and security requirements.

Education Law Section 2-d Adopted 3/31/20, Revised June 2020 Adopted by BOE: June 22, 2020 & Posted to BCSD Website

¹ "Parent" means a parent, legal guardian, or person in parental relation to a student. These rights may not apply to parents of eligible students defined as a student eighteen years or older. "Eligible Student" means a student 18 years and older.

² "Personally identifiable information," as applied to student data, means personally identifiable information as defined in section 99.3 of title thirty-four of the code of federal regulations implementing the family educational rights and privacy act, section twelve hundred thirty-two-g of title twenty of the United States code, and, as applied to teacher or principal data, means "personally identifying information" as such term is used in subdivision ten of section three thousand twelve-c of this chapter.

Information about other state and federal laws that protect student data such as the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and NY's Personal Privacy Protection Law can be found at http://www.nysed.gov/student-data-privacy/federal-laws-protect-student-data.



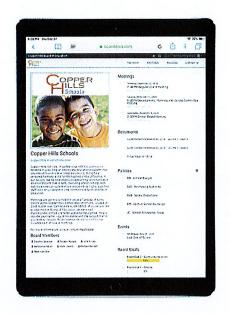
FROM BATAVIA HIGH SCHOOL

Greg Ciszak	I'd like to share some good news about our BCSD Social Worker, Julie Wasilewski. Mrs. Wasilewski's efforts this year have been a tremendous support to the students and staff at Batavia High School. Julie has helped with outreach to some of our most chronically truant and at-risk students. She forms relationships with these students and their families and often connects them with community agencies that can provide additional support. There are several graduating Seniors in the Class of 2022 who might not have graduated had Mrs. Wasilewski not gotten involved. From all of us at BHS and the High School Counseling Center, thank you for all of your help this year, Mrs. Wasilewski.
Allison Chua	A note of appreciation for Lisa Brown for always knowing what we need to know and for her efficiency. It is nice to come into a building knowing that you are welcomed by someone who enjoys her job and does it super well! Many thanks to Lisa for being an awesome secretary!
Dan Grillo	"When it comes to effort and devotion in chorus, no one shines brighter than Casey Reynolds. He has demonstrated his love and caring for chorus and his classmates in Chorale throughout his four years in the BHS vocal music program. Casey also didn't let COVID slow him down. During a time where half the students attended in person and half did so virtually, that was a time when Casey really showed his mettle. While many virtual students were participating in chorus while lying in their beds or lounging in an easy chair, Casey would sit at his dining room table and when the time would come to sing, he would get up, push his chair in, and stand behind it while he sang. Casey always gives every song his best effort. Casey was awarded the "Heart of Chorus" award on the last day of classes this year, and was given a standing ovation by his classmates." FROM BATAVIA MIDDLE SCHOOL
Rachel Drenkhahn	I did a collaborative lesson with my 5 th graders and we learned about artist Jen Stark who has designed sets for the MTV music awards and Miley Cyrus. She is pretty famous in the art world! In small teams the 5 th graders created colorful drips and we assembled them outside the library to create an installation of our artwork. I posted a picture of the work on my classroom Instagram page and long story short, I was connected to Jen Stark herself. Jen just emailed me on Friday with a short video to say hello to our BMS 5 th graders and compliment them on a job well done. We are star struck!
	FROM JOHN KENNEDY
Melissa Calandra	We had our 4th Grade Innovator Energy Fair. JK families came to see our Energy themed Class Projects, Light Up Art Projects made in STEAM with electrical circuits, and Paper Rollercoasters made in Library. The ACE students used our new Lego Robotics Kits to engineer and code Carnival Rides. We even had Carnival themed refreshments, lemonade and popcorn. We had a great turn out for this fun event! FROM JACKSON PRIMARY
Karen Mosgeller	Tammy Capone, Laurie Cuttita, and Audrey Davis are three aides that go above and beyond for students each and every day here at Jackson Primary. To say these three ladies are wonderful is an understatement! I have been truly blessed as a teacher to work with these three ladies on a daily basis this year. Saying "Thank You" is just not enough! Wishing them the most relaxing summer and I can't wait to work with them again next year!



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BATAVIA CITY SCHOOL DISTRICT

CORDIALLY INVITES YOU TO:

Media Meeting and Mingle

AUGUST 17, 2022

11:30 A.M. TO 1 P.M.

Superintendent's Conference Room 260 State Street Batavia, NY

Please R.S.V.P. by August 8th to Brittany Witkop bawitkop@bataviacsd.org 585-343-2480, Ext. 1000

Please come and meet our staff, get to know us and enjoy this time before we begin our new school year! Refreshments will be served









The **Regular Meeting and Public Hearing** of the Batavia City School District Board of Education was called to order on **Thursday**, **June 16**, **2022** at **6:00 PM** by Mrs. Alice Ann Benedict, Board of Education President.

Call to Order

Members Present: Alice Ann Benedict, John Marucci, Barbara Bowman, Chezeray Rolle, John Reigle, and Korinne Anderson

Roll Call

Excused: Jennifer Lendvay, Kylie Tatarka, Student Ex-Officio

Others Present: Jason A. Smith, Superintendent; Brittany Witkop, District Clerk; Dr. Molly Corey, Executive Director of Curriculum and Instruction; Scott C. Rozanski, Business Administrator; Trisha Finnigan, Executive Director of Staff Development and Operations; Nicholas Bestine, Vice President of Batavia Teachers' Association; Julie Wasilewski, School Social Worker; Jessica Torrey, Jackson Primary Assistant Principal; Kathryn Grattan, Teacher; Jessica Korzelius, Batavia High Assistant Principal; Paul Kesler, Batavia High School Principal; Michael Bromley, Director of Health, P.E. and Athletics; Julia Petry, student; Zachary Korzelius; Brian Quinn, *The Daily News*

Mrs. Benedict welcomed those present to the meeting and led the pledge to the flag.

Pledge to Flag

Public Hearing - District Safety Plan

Repair Reserve Fund

The District Safety Plan was discussed at the last Board of Education Meeting on May 19, 2022 and posted on our website. Mr. Smith asked if there were any questions or concerns. No public was in attendance and no concerns were heard.

Motion made by Mr. Reigle, seconded by Mr. Marucci, to close the public hearing at 6:04 PM.

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Public to be Heard – None at this time

Public

Good News!

Good News

Mrs. Benedict shared information on recent events, thank you notes, and accomplishments from all of our schools, staff members, and administrators. These will be sent out to all staff and posted on our website and social media.

Dress Code Update - Mr. Kesler and student, Miss Julia Petry

Dress Code

Mr. Kesler and Miss Petry reviewed with the Board that after working together with the Batavia High School Dress Code Committee on the current dress code they have removed language that appears gender-biased, added consideration for hats and hoods and included student input. Staff and students were surveyed on allowing students to wear hats and hoods; 85% of staff strongly agree, agree or were neutral on the subject and 95% of students would like the policy revised. At this point, for the 2022-23 school year at Batavia High School only there will be allowance for hats and hoods and the Dress Code Committee will continue to have meetings throughout the year to discuss changes and feedback. Earbuds will not be allowed and if a hat or hood becomes problematic the teacher or administrator can ask the student to remove the item.

2021-22 Athletic Department Update - Mr. Bromley

Athletic Update

Mr. Bromley started his presentation by highlighting our sectional champions; football, boys indoor track and girls outdoor track teams. Congratulations to all of our athletes!

The sports we offer are as listed below and we have 53% of our students in grades seven through twelve that participate in at least one sport, yet only 1.22% of our school budget is spent on interscholastic sports:

Girls

- Fall 6 programs 14 total teams
- Winter 5 programs 11 total teams
- Spring 2 programs 6 total teams

Boys

- Fall 3 programs 9 total teams
- Winter 6 programs 14 total teams
- Spring 5 programs 12 total teams

Girls/Boys Combined

• Winter – 1 Program – Unified Bowling

Total Coaches = 79

Over the past ten years we have seen increasing student participation in sports. Some important athletic department updates include:

- Survival of COVID for athletics; Missing only the Spring 2020 season and adapting so that our athletes could still participate in the sports they love!
- Mergers/Incomplete Teams
 - o Increased number of participants and decreased district expenses
 - o Girls Gymnastics -- Combined with Alexander, Elba, Leroy and Byron-Bergen
 - JV & Varsity Ice Hockey Combined with Notre Dame, Alexander, Oakfield-Alabama
 & Elba
 - o Boys & Girls Swimming Combined with Notre Dame
 - o Wrestling Combined with Attica
 - o Lacrosse Combined with Notre Dame
- NYS Scholar Athlete Teams have at least 75% of team with a combined average of 90% or above
 - o Fall 7 out of 9 teams
 - Winter 9 out of 11 teams
 - o Spring 7 out of 7 teams
 - > 23 out of 27 teams NYS Scholar Athlete
 - Average from 23 teams 94.94
 - Average from 4 teams that did not make it 88.06
- Twitter 1020 followers @BHSScores
- Gipper
- Enhanced security at district designated contests Armor Security
- 19th Annual Hall of Fame (October 1st)
- Added Unified Bowling in 2021-22
- Flag Football for girls in the spring, Wrestling for girls in the winter, new sports offered by NYSPHSAA (These sports will be determined by the number of students who are interested and then if there is enough interest, the proposal will be brought back to the Board of Education)

Please view the district athletic website here:

Board Approved:

https://bataviahs.rschoolteams.com/

BCSD Strategic Plan - Dr. Corey

BCSD Strategic Plan

Dr. Corey, Mrs. Wasilewski, Mrs. Torrey, Mrs. Grattan and Mrs. Korzelius reviewed the Batavia City School District Strategic Plan. A strategic plan is a roadmap towards achieving our educational goals for all of our students for years to come. The plan has been being worked on for the past eighteen months. The plan is for 2022-2027, but will be refined as needed. The full plan is attached to these official minutes and has been posted on our district website as well as shared with all staff.

Student Ex-Officio's Report - Mrs. Witkop for Miss Tatarka

Student

Miss Tatarka's report included the following updates:

- Senior Prom was on Saturday and was attended by 160 students. Many students loved the event and were grateful for such a great celebration.
- Graduation will be hosted on June 25th at Van Detta Stadium at 10am. Depending on weather conditions, it could be postponed to later that day or to the next day.
- High School students' last day of school was on June 14th, where they celebrated the end of the year with Springfest. The fair-like event hosted Just Dance, an escape room, karaoke, a cotton candy machine, popcorn, and more!
- Finally, I would like to thank the Board (even though I will not be in attendance for the meeting) for their kindness and acceptance of my time as the Student Representative. This experience has been educational and I could not be more thankful for the opportunity I was given. Thank you!

Superintendent's Update - Mr. Smith

Superintendent

Mr. Smith said the past week or so we have celebrated moving up ceremonies with our students at each school. Graduation is set for June 25th at the Van Detta Stadium at 10 AM. If it rains the ceremony will be postponed until 4 PM and worse case it will be held the following day.

Congratulations to Zenallah Hatcher-Simmons for earning the NYS Championship in Shot Put. She is headed to another competition and we wish her well. Many of our athletics teams have excelled this year and Mr. Smith congratulated them.

The Batavia Teachers' and Clerical Associations will have celebrations next week to honor their retirees. Mr. Smith has completed presenting his Entry Plan to each school, but will hold one more open event on June 21st in the BHS Auditorium at 3 PM for anyone who would like to attend. And finally, he thanked everyone for making his first six months here enjoyable.

Motion made by Mrs. Bowman, seconded by Mr. Rolle, to amend the agenda, as altered. ADD

Agenda Alterations

XI. Consent

J. Contracts

12. Partnership Agreement with Liberty Partnerships Program of Genesee Community College and Batavia City School District and Community Action of Orleans and Genesee to provide enrichment services to at-risk students

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Superinte	, , , , , , , , , , , , , , , , , , ,	Consent Items
A.	Board of Education Minutes: 5/19/22	BOE Minutes
В.	CSE Reports: 4/20/22 (8), 4/21/22 (11), 4/22/22 (5), 4/26/22 (1), 4/27/22 (6), 5/4/22 (5), 5/6/22 (11), 5/10/22 (7), 5/12/22 (2), 5/16/22 (1), 5/24/22 (4)	CSE
C.		CPSE
		Abolish
	1. Lauren Missell, ESOL [JA], English to Speakers of Other Languages (1.0 FTE), effective June 30, 2022 per resolution	L. Missell
E.	reoignatorio	Resignations
	1. Child 210 Minoles, Colonia Committee [22.10], Critical C July 1, 2022	S. Brownell
	2. Alexandria Ferrentino, Withdraw Acceptance of 4-yr. Probationary Mathematics Teacher, was to be effective September 1, 2022	A. Ferrentino
	3. Melissa Grove, LT Special Education Itinerant Teacher, effective retroactive to May 25, 2022	M. Grove
	4. Collin Murtaugh, Schedule 'C' JK Band Director and Orchestra Director [JK, Spring Season], effective retroactive to January 31, 2022	C. Murtaugh
		R. Schulte
		S. Williams
F.	LCAVE OF ADSEUCE	Leave of Absence
	1. Think Worthington, Butta 1100000mg Gloin Jili, Tala et Ompala Beat of Tibothee	A. Worthington
G.	Appointments	Appointments
	1. Michael Hughson, 4-year Probationary Mathematics Teacher [Smith, #9218] (Initial Placement BHS), effective September 6, 2022; Salary according to the Batavia Teachers' Association Agreement, No change in salary, M-F, 8 AM -3:20 PM	M. Hughson
	2. Justin Scheg, 4-year Probationary Science Teacher [Webster, #4706] (Initial Placement BMS), effective September 6, 2022; Salary according to the Batavia Teachers' Association Agreement, \$41,000.00/year, no graduate hours, M-F, 8 AM - 3:20 PM	I. Scheg
	3. Nancy Ellison, Special Education Itinerant Teacher [#9000] (Initial Placement Jackson), effective September 6, 2022 through June 30, 2023; Salary according to the Batavia Teachers' Association Agreement, \$45,426.36/year, M-F, 8 AM – 3:20 PM	N. Ellison
	4. Brittany Hill, 4-year Probationary Elementary Teacher [Marchewka, #2387] (Initial Placement BMS), effective September 6, 2022; Salary according to the Batavia Teachers' Association Agreement, \$41,000.00 plus 24 cr. hrs. @ \$80.00/cr. hr. = \$1,920.00 (Total salary \$42,920.00), M-F, 8 AM – 3:20 PM	B. Hill
	5. Jaclyn Steidle, 4-year Probationary Art Teacher [Crawford, #268] (Initial Placement BMS), <i>J</i> effective September 6, 2022; Salary according to the Batavia Teachers' Association Agreement, \$41,000.00 plus 36 cr. hrs. @ \$80.00/cr. hr. = \$2,880.00 (Total salary \$43,880.00), M-F, 8 AM – 3:20 PM	J. Steidle
	6. Olivia Vescovi, Long-term Substitute Elementary Teacher [Antinore, #9335] (BMS), effective retroactive to May 2, 2022 through June 30, 2022 (previously board approved); Salary according to the Batavia Teachers' Association Agreement, No change in salary, M-F, 8 AM -3:20 PM	O. Vescovi

7. Olivia Vescovi, 4-Year Probationary Elementary Teacher [Searls, #8960] (Initial Placement JK), effective September 6, 2022 (probationary 4-year period will begin effective May 2, 2022 due to LTS position as listed above); Salary according to the Batavia Teachers' Association Agreement, No change in salary, M-F, 8 AM -3:20 PM

O. Vescovi

8. Alexis Wahr, Elementary Teacher (for 1-year) [Koukides, #663] (Initial Placement Jackson), effective September 6, 2022 through June 30, 2023; Salary according to the Batavia Teachers' Association Agreement, \$41,000.00/year, no graduate hours, M-F, 8 AM – 3:20 PM

A. Wahr

9. In-District Teacher Transfers – effective September 6, 2022 through June 30, 2023

In-District
1-yr. Transfers

Employee Name	From: School/Department Position	To: School/Department Position	Effective	Salary
Andrew Reagan	Elementary Teacher Middle School - Mathematics #2565	Elementary Teacher John Kennedy AIS Mathematics [Shuskey, #2145]	September 6, 2022- June 30, 2023	No change
Joseph Rebisz	Elementary Teacher John Kennedy - 4th grade #6	Elementary Teacher John Kennedy AIS Mathematics [Loftus, #2062]	September 6, 2022- June 30, 2023	No change

In-District Transfers

Employee Name	From: School/Department Position	To: School/Department Position	Effective	Salary
Michelle Elliott (Richenberg)	Elementary (5th) Middle School #2548	Elementary (K) Jackson [Reeves, #1581]	September 6, 2022	No change
Lisa Klumpp	Special Education Teacher Middle School #1285	Special Education Teacher Middle School [Pettine, #2678]	September 6, 2022	No change
Courtney Webster	Science Middle School #4706	Science Middle School [Meier, #1535]	September 6, 2022	No change
Lori Holmes	Social Studies Middle School #632	Social Studies Middle School [Brownell, #2654]	September 6, 2022	No change
Alecia LeRoy	Elementary Teacher John Kennedy #172	Elementary Teacher John Kennedy [New, #9512]	September 6, 2022	No change

N. Haitz

11. 6th Assignment – Nancy Haitz, Student Medical Director for the 2022-23 school year

Name	Date(s) To Be Worked	Assigned Position	Pay	6th Assignment Rate
Nancy Haitz	2022-2023 School year	Student Medical Director	Annual Stipend	\$17,743.46*

22-23 DASA

12. DASA C	Coordinators	for the	2022-23	3 school	year
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Name	Date(s) To Be Worked	Regularly Assigned School/Department Position	Hours	Annual Stipend
Carina Bamann	As needed for Jackson	School Counselor	Varies	\$1,000/year
Eric Knapp	As needed for John Kennedy	School Counselor	Varies	\$1,000/year

Sherry Crumity	As needed at BMS	School Counselor	Varies	\$2,000/year
Greg Ciszak	As needed at BHS	School Counselor	Varies	\$2,000/year

13. Instructional Leadership Team – ELA Grades 9-12 Department Chair Duties

ILT - S. F

Name	Date(s) To Be Worked	Regularly Assigned School/Department Position	Hours	\$/Hourly Rate
Kraus, Sean	Effective Retroactive to May 1, 2022	High School ELA	Up to 7 days	\$275/day

14. 6th Assignments – Mathematics, effective retroactive to April 19, 2022 through June 14, 2022

6th Assignments

	11, 2022			
Name	Date(s) To Be Worked	Assigned Position	Pay	6th Assignment Rate
Kelly Fix	April 19, 2022 through June 14, 2022	BHS Mathematics - 6th assignment	Annual Stipend	\$11,493.34 Prorated \$2,873.33
Stacy McCarthy	April 19, 2022 through June 14, 2022	BHS Mathematics - 6th assignment	Annual Stipend	\$12,524.42 Prorated \$3,131.11
Kristen Teller	April 19, 2022 through June 14, 2022	BHS Mathematics - 6th assignment	Annual Stipend	\$9,332.04 Prorated \$2,333.01

15. Credit Recovery (Juniors and Seniors) – effective retroactive to June 1, 2022

Credit Recovery

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Name	Date(s) To Be Worked	Regularly Assigned School/Department Position	Days	Daily Rate
Byrnes, Travis	Various beginning on June 1, 2022	Health Teacher High School	Up to 50 Hours	\$30/hour
Cali, Anthony	Various beginning on June 1, 2022	Science Teacher High School	Up to 50 Hours	\$30/hour
Chua, Allison	Various beginning on June 1, 2022	ELA Teacher High School	Up to 50 Hours	\$30/hour
Fix, Kelly	Various beginning on June 1, 2022	Math Teacher High School	Up to 50 Hours	\$30/hour
Holsopple, Melissa	Various beginning on June 1, 2022	Special Education Teacher High School	Up to 50 Hours	\$30/hour
Hussar, Joseph	Various beginning on June 1, 2022	Counselor High School	Up to 50 Hours	\$30/hour
Ingalsbe, Tom	Various beginning on June 1, 2022	Special Education Teacher High School	Up to 50 Hours	\$30/hour
Keller, Natalie	Various beginning on June 1, 2022	Special Education Teacher High School	Up to 50 Hours	\$30/hour
Kirkwood, John	Various beginning on June 1, 2022	Science Teacher High School	Up to 50 Hours	\$30/hour
Mettler, Jeremy	Various beginning on June 1, 2022	Social Studies Teacher High School	Up to 50 Hours	\$30/hour

Robinson, Lisa	Various beginning on June 1, 2022	Special Education Teacher High School	Up to 50 Hours	\$30/hour
Suydam, Andrew	Various beginning on June 1, 2022	Special Education Teacher High School	Up to 50 Hours	\$30/hour

16. Summer School Program Teacher – Effective July 12, 2022 through August 11, 2022

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Name	Date(s) To Be Worked	Regularly Assigned School/Department Position	Days	Daily Rate
Carey, Donna	Up to 12 hours per week July 12, 2022 to August 11, 2022	Reading Teacher Jackson	Up to 15 days 4 hours per day	\$152 (\$38/hour)

Summer Program Teacher

17. TEAM Literacy Summer Program, Teacher Aides, effective July 12, 2022 through August 11, 2022 (Jackson)

Summer Program Teacher Aides

		Regularly Assigned School/Department Position	Days	Daily Rate	
Cook, Koren	Up to 12 hours per week July 12, 2022 to August 11, 2022	General Education Aide	Up to 15 days 4 hours per day	\$83.40 (\$20.85/hr.)	
Davis, Audrey	Audrey Up to 12 hours per week July 12, 2022 to August 11, 2022 General I		Up to 15 days 4 hours per day	\$71.92 (\$17.98/hr.)	
Finn, Kati	Up to 12 hours per week July 12, 2022 to August 11, 2022	General Education Aide	Up to 15 days 4 hours per day	\$59.80 (\$14.95/hr.)	
Hale, Diane	Up to 12 hours per week July 12, 2022 to August 11, 2022	General Education Aide	Up to 15 days 4 hours per day	\$55.60 (\$13.90/hr.)	
Kautz, Kelsey	Up to 12 hours per week July 12, 2022 to August 11, 2022	Special Education Aide	Up to 15 days 4 hours per day	\$55.60 (\$13.90/hr.)	
Lyons, Abby	Up to 12 hours per week July 12, 2022 to August 11, 2022	General Education Aide	Up to 15 days 4 hours per day	59.80 (\$14.95/hr.)	
O'Campo, Esmeralda	Up to 12 hours per week July 12, 2022 to August 11, 2022	General Education Aide	Up to 15 days 4 hours per day	\$59.80 (\$14.95/hr.)	
Radesi, Paula	Up to 12 hours per week July 12, 2022 to August 11, 2022	General Education Aide	Up to 15 days 4 hours per day	\$62.20 (\$15.55/hr.)	
Volpe, Heather	Up to 12 hours per week July 12, 2022 to August 11, 2022	Special Education Aide	Up to 15 days 4 hours per day	\$62.92 (\$15.73/hr.)	

18. TEAM Literacy Summer Program, Teacher Aide, effective July 12, 2022 through August 11, 2022 (JK)

Name	Position	Current Assignment	Assignment	Hourly Rate
Busch, Linda	Up to 12 hours per week July 12, 2022 to August 11, 2022	Teacher Aide - John Kennedy	Up to 15 days - 4 hours per day Summer program at JK	\$20.13

Summer Program Teacher Aide 19. Library Clerks – Additional Summer Hours

Name	Date(s) To Be Worked	Regularly Assigned School/Department Position	Hours	\$/Hourly Rate
Oliver, Evelyn	A total of 10 days (60 hours) between June 27, 2022 and September 2, 2022	John Kennedy Library Clerk	8:00 a.m2:30 p.m. (6 hours)	\$28.61
Shorman, Doreen	A total of 10 days (60 hours) between June 27, 2022 and September 2, 2022	Middle School Library Clerk	8:00 a.m2:30 p.m. (6 hours)	\$17.15

Library Clerks - Summer

20. Nursing Staff – Additional Summer Hours

Name	Date(s) To Be Worked	Assigned Position	Pay per day	Number of days
Jennifer Caudill	July/August 2022	Middle School Nurse	\$294.77* 8:00-3:00	Up to 5 days
Brianne Cascell-Wright	July/August 2022	District LPN	\$190.27* 8:00-3:00	Up to 2 days
Theresa Pellegrino	July/August 2022	Jackson Nurse	\$293.95* 8:00-3:00	Up to 2 days
Cheryl Wagner	July/August 2022	John Kennedy Nurse	\$318.91* 8:00-3:00	Up to 3 days

Nursing Staff -Summer

21. Custodial - Summer Cleaners; effective dates as listed

Summer Cleaners

		Regularly Assigned School/ Department Position	Hours	\$/Hourly Rate
Evan Boyle	Effective 6/27/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Parker Corbelli	Effective 6/27/22 end to be determined	, ,		\$13.20/hr.
Ayden Currier	Effective 6/27/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Tyler Fouquet	Effective 6/27/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Luke Geiger	Effective 6/27/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Dominic Grillo	Effective 6/27/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Nicholas Grover	Effective 6/13/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Lillian Horgan	Effective 6/27/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Jonah Martin	Effective 6/27/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Lily Martin	Effective 6/27/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.

Board Approved:

Sophia Minuto	Effective 6/27/22 end to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Mackenzie Pedersen	Effective 5/20/22 - end date to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Mackenzie Reigle	Effective 5/31/22 - end date to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.
Kevin Tourt	Effective 5/20/22 - end date to be determined	Summer Cleaner	Mon - Fri 6:30am-3:00pm	\$13.20/hr.

22. Schedule 'C' - 2021-22 Revisions as stated

Schedule C Position	Appointee Name	Level	FTE	Budget Account Code	Payment	Paid in 2 installments (Yes or No)	
Budget Code: A 2110 130 11 0139 (Music-Fine Arts Advisors)							
Assistant Director Marching Band	Sean Williams	3	0.55	A 2110 130 11 0139	\$1082.50	N	
Assistant Director Marching Band	Collin Murtaugh	3	0.25	A 2110 130 11 0139	\$450.00	N	

Schedule C Position Appointee Name Level FTE Budget Account Code Paid in 2 installments Payment (Yes or No) Budget Code: A 2110 130 11 0139 (Music-Fine Arts Advisors) 3 Ross Chua 0.20 \$360.00 N Assistant Director Marching Band A 2110 130 11 0139

Revisions & new items:

Amend Sean Williams FTE from 0.5 to 0.55 Add Collin Murtagh at 0.25 FTE

Add Ross Chua at 0.20 FTE (out-of-district)

Schedule C Position	Appointee Name	Level	FTE	Budget Account Code	Payment	Paid in 2 installments (Yes or No)		
Budget Code: A 2110 130 11 0139 (Music-Fine Arts Advisors)								
BHS Musical: Choreographer Denise LeBlanc-Chatt 1 1.0 A 2110 130 11 0139 \$665.91 N								

Revisions:

Amend Denise LeBlanc-Chatt (from 9/2/21) payment: from \$600 to \$665.91

23 Schedule 'C' - BMS for 2021-22

Schedule C Position	Appointee Name	Level	FTE	TE Budget Account Code		Paid in 2 Installments (Yes or No)	
Budget Code: A 2110 130 11 0136 (Yearbook)							
Yearbook Advisor	Case, Melanie	3	0.3333	A 2110 130 11 0137	\$600.00	N	
Yearbook Advisor	Grimes, Molly	3	0.3333	A 2110 130 11 0137	\$600.00	N	
Yearbook Advisor	Hume, Abbey	3	0.3333	A 2110 130 11 0137	\$600.00	N	

Schedule 'C' Music Revisions

Schedule 'C' BMS 24. Schedule 'C' - John Kennedy for 2021-22

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Schedule C Position	Appointee Name	Level	FTE	Budget Account Code	Payment	Paid in 2 Installments (Yes or No)
Beginning Elementary Band	Kathryn Grattan	3	0.5	A 2110 130 11 0139	\$900.00	No
Beginning Elementary Band	Collin Murtaugh	3	0.5	A 2110 130 11 0139	\$900.00	No
Suzuki Strings	Kathryn Grattan	4	1.0	A 2110 130 11 0139	\$2,400.00	No

Schedule 'C' IK

25. SOAR After School Program – effective retroactive to November 1, 2021

25. 00111(11)	ter beliebli i logiani	crecure remoneuve to ry	OVCILIDEL	1, 2021
Name	Date(s) To Be Worked	Regularly Assigned School/Department Position	Hours	\$/Hourly Rate
Cummings, Christopher Running Group	Varies starting 11/1/21 (Retroactive)	Middle School CTE	Varies	\$30.00/hr. running activity \$35.00/hr. for planning activity, up to 3 hours per activity

SOAR Staff

26. 'E' List - Schedule 'D', BMS, retroactive to May 16, 2022

Name	Date(s) To Be Worked	Regularly Assigned School/Department Position	\$/Hourly Rate
O'Connell, Elizabeth	Varies	Spanish Teacher	\$23.00/per period

E'List

27. Susan Buckley (Teacher Aide), Clerical Assistance in Business Office, effective retroactive to May 2, 2022 through June 30, 2022 (original end date was April 30, 2022); Salary according to the Batavia Clerical Association Contract, \$14.35/hr., up to 100 hours, hours will vary as needed

In-District

28. In-District Teacher Aide Transfer – effective retroactive to June 3, 2022

Employee Name	From: School/Department Position	To: School/Department Position	Effective	Salary
David Robinson	Middle School Teacher Aide - Mandated #334	High School Teacher Aide - Mandated [Cecere, #337]	June 3, 2022	No change

Teacher Aide Transfer

29. Substitute Teachers - see below

Substitute Teachers

	- Custature Tenericis - Constitution						
Name	Effective Date	Schedule	Rate of pay				
Devin Gordon	4/25, 4/26, 4/27, 5/2, 5/3, 5/4, 5/5	8:00 am - 3:00 pm	\$90/day (Non-Certified Substitute Teacher)				
Paige Wasilewski	June 17, 2022	8:00 am - 3:00 pm	\$90/day (Non-Certified Substitute Teacher)				
Barbara Easton	May 2, 2022	8:00 am - 3:00 pm	\$130/day (Retired Teacher) Budget Account: A 2110 140 11 9999				

H. Financials

- 1. Clerk's Report April 2022
- 2. Treasurer's Report April 2022
- 3. Budget Transfers April 2022
- 4. Warrants

Financials

Clerk's Report Treasurer's Rpt. Budget Transfers

Warrants

Student Accts. Student Accounts Quarterly Reports – January 1, 2022 through March 31, 2022 Contracts Health Services -1. Health Services Agreement, Penfield Central School District for 2021-22; Penfield \$659.80/student, One (1) student ESB Media 2. ESB Media, 2022-23 Communications and Marketing Contract, \$5,000.00/month, July 1, 2022 through June 30, 2023 STAR Program 3. Robert Morris Lease Agreement – Genesee County Department of Social Services STAR Program, September 1, 2022 through August 31, 2023; inclusive of District costs (utilities and maintenance), Second Floor (3 classrooms and 2 smaller rooms) -\$3,000.00/month, 12 months MOA BTA and 4. Memorandum of Agreement between the Batavia Teachers' Association and the Batavia **BCSD** City School District to amend successor agreement to begin on July 1, 2022 Appendix A (A. Coaching Assignments) to include agreed upon coaching positions; Group C and Group F as listed in memorandum Nutritional Services 5. Nutritional Services Association Agreement – July 1, 2022 through June 30, 2026 Amend 6. Amendment to Batavia City School District Superintendent's Contract — Superintendent's Effective July 1, 2022 Contract International 7. International Deliverables, LLC, Dr. Teresa Lawrence – Board of Education Goal Deliverables LLC Development Work Session on September 7, 2022 from 5 PM - 9 PM; \$2,750.00 8. International Deliverables, LLC, Dr. Teresa Lawrence – BCSD Leadership Team International Deliverables LLC Training session, FourSight Mindset Reveal & Concensus Building on August 4, 2022 from 9 AM - 12 PM; \$4,500.00 Monroe #1 9. Monroe #1 BOCES Transportation Contract for 2022-23; Estimated Annual **BOCES** Transportation Cost \$5,516.24 Genesee County 10. Genesee County Mental Health and the Batavia City School District Lease Agreement at Mental Health Robert Morris to provide one (1) room for services from July 1, 2022 through June 30, Lease 2023 at no charge Perfect Piece LLC 11. Perfect Piece LLC, Home Education Contract from June 6, 2022 through June 17, 2022; 15 hrs. per week at \$100.00/hr. Liberty 12. Partnership Agreement with Liberty Partnerships Program of Genesee Community Partnerships College and Batavia City School District and Community Action of Orleans and Genesee to provide enrichment services to at-risk students **Bids** K. Bids Municipal 1. Municipal Solutions, Inc.; Bond Anticipation Note – Bid Results Solutions - BAN GV BOCES Cooperative Bid GV BOCES - Custodial Supplies, 2021-22 Award BID - Custodial \$19,028.51 Dobmeier Janitorial Supply, Inc. Supplies \$7,758.84 Corr Distributors, Inc. Central Poly Corporation \$3,804.00 Pyramid School Products \$267.10 Total \$30,858.45 Monroe #2 3. Monroe #2 BOCES Cooperative Bid – Paper (Spring Award) BOCES - Paper Monroe #2 4. Monroe #2 BOCES Cooperative Bid – Music Equipment and Supplies BOCES - Music 2022-23 Award Music and Arts Center \$6,314.86 Stringed Instrument Service \$0.00 Casico Interstate Music Inc., dba Interstate Music \$0.00 \$1,049.74 West Music

National Educational Music Company LTD

\$0.00

Shar Products Company	\$0.00
Catalano Musical Products	\$0.00
Washington Music	\$0.00
Totals	\$7,364.60

5. Monroe #2 BOCES Cooperative Bid – Fresh Produce 2022-23 Award - American Fruit & Vegetable Company, Inc. \$3,220.88

6. Monroe #2 BOCES Cooperative Bid – Office and Classroom Supplies

Vendor	Batavia High School	Batavia Middle School	John Kennedy	Jackson	Total Award 2021-22
Pyramid School Products	\$739.65	\$103.22	\$1,067.48	\$393.90	\$2,304.25
Cascade School Supplies	\$228.70	\$152.78	\$194.28	\$152.95	\$728.71
Quill Corporation	\$1,366.08	\$606.05	\$4,543.82	\$525.90	\$7,041.85
National Art& School Supplies	\$1,452.70	\$270.10	\$3,246.36	\$1,687.95	\$6,657.11
School Specialty, Inc.	\$1,341.00	\$165.76	\$3,315.36	\$1,981.78	\$6,803.90
W. B. Mason	\$820.83	\$165.72	\$1,643.40	\$628.83	\$3,258.78
Totals	\$5,948.96	\$1,463.63	\$14,010.70	\$5,371.31	\$26,794.60

L. Year-end Transfer to Reserves

	Minimum	Maximum
Unemployment Insurance Reserve	\$ -	\$ 0.00
Tax Certiorari Reserve	\$ -	\$ 0.00
Repair Reserve	\$ -	\$ 200,000.00
Retirement Reserve (ERS)	§ -	\$ 2,000,000.00
Retirement Reserve (TRS Sub Fund)	ş -	\$ 400,000.00
Capital Reserve (2017 Voter Approved)	\$ -	\$ 2,000,000.00
Employee Benefit Accrued Liability Reserve	\$ -	\$ 1,500,000.00

M. Conferences

- NYSCOSS Fall Leadership Summit, Saratoga Springs, NY, September 18-20, 2022 Jason Smith, \$1654.00
- N. 2022-23 Board of Education Student Ex-Officio Julia Petry

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Motion made by Mr. Reigle, seconded by Mr. Rolle to accept the additions to the 2022-23 School Calendar for Open House and Marking Period Dates.

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Motion made by Mrs. Bowman, seconded by Mr. Marucci, to approve the resolution to amend the 2021-22 Budget due to Emergency Repair Projects at Batavia Middle and High Schools for Elevator and Roof repairs.

Resolution to Amend the 2021-2022

General Fund Budget

Whereas, on April 12, 2021 the Batavia City School District Board of Education adopted the general fund budget for the 2021-2022 school year, with appropriations totaling \$52,096,661; and

Monroe #2
BOCES – Fresh
Produce
Monroe #2
BOCES – Office
and Classroom
Supplies

Year- End Transfer to Reserves

Conferences

Student Board Member

22-23 School Calendar

Amend 2021-22 Budget Whereas, on May 18, 2021, the residents of the Batavia City School District voted to pass the 2021-2022 budget; and

Whereas, the District incurred unexpected emergency expenses that were not included in the general fund budget, due to damage and resulting emergency repairs to the high school roof and for which the Board of Education received insurance proceeds and approved transfer of funds from the Repair Reserve Fund following a public hearing; and

Whereas, expenses from the Repair Reserve Fund approved by the Board of Education in the 2020-2021 school year following public hearing, for the repair of the Middle School Elevator extended into the 2021-2022 school year; and

Whereas, the Board of Education wishes to amend the 2021-2022 budget to account for the above-referenced expenses.

Now therefore, the Board of Education hereby resolves to amend the 2021-2022 General Fund budget as follows:

- 1. Increase Fund Balance to the General Fund by transfer of funds from the Repair Reserve Fund, by \$79,123.64.
- 2. Increase revenues to the General Fund by acceptance of insurance proceeds covering the loss resulting from damage to the High School room by \$260,120.00.
- 3. Transfer \$339,243.64 from General Fund to the Capital Fund for Capital expenditures to repair the Middle School elevator and High School roof.
- 4. Debit for expenditure of \$11,496.94 as capital expenditures to cover uninsured costs of the emergency repair of the High School Roof.
- 5. Debit for expenditure of \$260,120.00 as capital expenditures for the balance of the emergency repair of the High School Roof.
- 6. Debit for the expenditure of \$67,626.70 as capital expenditures for the balance of the cost to repair the Middle School elevator.
- 7. Adjust the total general fund appropriations from \$52,096,661 to \$52,435,904.64.
- 8. Adjust the total general fund revenues from \$48,768,246 to \$49,107,489.64. Appropriated Fund Balance of \$3,328,415 remains unchanged.

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Motion made by Mr. Reigle, seconded by Mr. Marucci, to accept and approve the Financial Risk Assessment (as received through year end June 30, 2022) from Mengel Metzger Barr and Co. LLP, CPA

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Motion made by Mr. Reigle, seconded by Mr. Marucci, to approve the Rural Schools Association Membership Renewal for 2022-23 in the amount of \$860.00.

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Motion made by Mr. Rolle, seconded by Mrs. Anderson, to approve the Upstate Institute Membership Renewal for 2022-23 in the amount of \$500.00.

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Motion made by Mrs. Bowman, seconded by Mr. Reigle, to accept and approve the 2022-23 Genesee Area Healthcare Plan Board Members; Primary – Scott C. Rozanski and Alternate – Jason A. Smith. Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Financial Risk Assessment

Rural Schools Association Renewal

Upstate Institute Renewal

Genesee Area Healthcare Appointees

Board Approved:

Other Reports

Mrs. Benedict and Mrs. Witkop signed paperwork for continued financing of the 2020 Vision Capital Project with Hodgson Russ on June 9, 2022.

Reports & Discussion

School Resource Officer Discussion

Mr. Smith asked the Board how they feel about adding a second School Resource Officer. Overwhelmingly, the Board supported the idea and noted it is overdue and much needed to provide some relief to SRO Stevens who has been working very hard to take care of all our schools needs. Mr. Smith said he has done research and having more than one officer for a school system our size (approximately 2200 students and 5 schools) is common and in light of some of the recent events is an important step forward. This was being pursued prior to the COVID-19 pandemic but with virtual learning an additional officer was not hired. Once we have two School Resource Officers working with us we will determine their home base and schools they will each serve. Mr. Smith will work closely with the Batavia Police Department to have an agreement ready to present to the Board in July. Mr. Rozanski said we will use funds that were budgeted for virtual learning with the stimulus funding grant for the second officer and then over the next couple of years the position will be phased into our general budget.

Also, in the fall, Batavia City School Staff will receive active shooter training.

Motion made by Mr. Reigle, seconded by Mr. Marucci, to enter into Executive Session at 7:05 PM to discuss matters relating to the medical, financial, credit or employment history or a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Executive Session

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Motion made by Mr. Marucci, seconded by Mr. Rolle to return to public session at 7:33 PM.

Public Session

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay] Motion carried. [6-0]

Adjournment

Motion made by Mrs. Bowman, seconded by Mr. Reigle to adjourn the meeting at 7:33 PM.

Yes – 6 [Benedict, Marucci, Bowman, Reigle, Rolle, Anderson] No – 0 Absent – 1 [Lendvay]

Motion carried. [6-0]

Respectfully submitted,

Britany A. Witkop District Clerk



Batavia City Schools

Kellie Marciano, Director of Special/Alternative Education 80 Union Street, Batavia, NY 14020 Phone: (585) 343-2480 Ext. 1009 Fax: (585) 344-8204

Fax: (585) 344-8204 Email: kmarciano@bataviacsd.org

To: Jason Smith

From: Kellie Marciano

Date: June 23, 2022

Re: Social Skills Summer Consultation Group

Please accept this recommendation to contract with Danielle Morris, Psy. D for Consultation for summer sessions for social skills.

Kellin Marciano

Rates are indicated in the contract as \$100/hour session and services will be paid using federal (Section 611) funds.

This contract recommendation comes as a result of the need to support students with social needs as per their IEP.

Danielle D. Morris, Psy.D. Licensed Clinical Psychologist drdaniellemorris@gmail.com (585) 615-2648

CONSULTATION SERVICE AGREEMENT

Between
Batavia City School District
And
Dr. Danielle Morris, Psy.D.

DR. MORRIS AGREES TO:

- 1. Provide group sessions for the summer session, co-run with Jennifer Wick, PhD. Groups will run during the summer of 2022. Work will consist of planning, and implementation of social skills training for students during the summer session.
- 2. Will perform other requested services, such as state guardianship papers.
- 3. Maintain confidentiality at all times.

BATAVIA CENTRAL SCHOOL DISTRICT AGREES TO:

- 1. Provide a safe, confidential relationship for all parties involved.
- 2. Pay a rate of \$100.00/hour for services.

It is understood that this contract will be in effect for the period of July 6, 2022 to August 17, 2022 is subject to renewal upon mutual consent. Either party may discontinue the contract with 30 days prior notice.

Dr. Danielle Morris, Psy.D. 466 Landing Road North Rochester, NY 14625 Batavia City School District 260 State Street Batavia, NY 14020

Authorized Signature

Date



Batavia City Schools

Kellie Marciano, Director of Special/Alternative Education 80 Union Street, Batavia, NY 14020 Phone: (585) 343-2480 Ext. 1009 Fax: (585) 344-8204

Email: kmarciano@bataviacsd.org

To: Jason Smith

From: Kellie Marciano

Date: June 23, 2022

Re: Contractual Service-Music Therapy

Please accept this recommendation to contract with Music Therapy Pathways music therapy services mandated by students' individualized educational plans (IEP).

Kellin Marciano

Rates are indicated in the contract as \$51.00/30 minute session, \$30.00/student in group sessions, and \$175.00 per initial evaluation. and services will be paid using federal (Section 611) funds.

This contract recommendation comes as a result of the need to support students with disabilities based on recommendations of music therapy in their IEPs.

80 South Main Street, Oakfield, NY 14125 Phone (585)313-3265

May 17, 2022

Ms. Kellie Marciano Director of Special Education Batavia City School District 260 State Street Batavia, New York 14020

Dear Ms. Marciano:

It has been a pleasure to work with the students and faculty of your district over the past school year. In anticipation of continuing our arrangement with your district, I have enclosed two copies of a proposed contract for the 2022-2023 school year.

After reviewing the contract, please call me with any questions. If the contract looks agreeable, please sign and return one copy to me.

Thank you, once again, for giving us the opportunity to work within your district.

Sincerely,

Jennifer M. Glor

nniper m. Gloc

Enc.

Agreement Between City School District of Batavia and Music Therapy Pathways-Creative Arts Therapy PLLC

This agreement is made between City School District of Batavia, having its district offices at 260 State Street, Batavia, New York 14020, hereinafter called "District" and Music Therapy Pathways-Creative Arts Therapy PLLC, 80 South Main Street, Oakfield, New York 14125, hereinafter called "Contractor."

1. Term.

This agreement will commence on September 1, 2022 and will terminate on August 31, 2023, provided either party may terminate this Agreement at any time upon at least sixty (60) days advance written notice to the other party. In the event of termination, accounts between the parties will be adjusted and prorated as of the termination date.

2. Services.

Music Therapy:

The Contractor agrees to provide the District with the services of a Board-Certified Music Therapist or a Licensed Creative Arts Therapist to provide music therapy services to students residing in the City School District of Batavia. Specific responsibilities are outlined below:

The music therapist will plan and implement an appropriate music therapy program for each child approved for such services by the Committee on Special Education or District administrator.

The music therapist will provide necessary paperwork to the District, in the form of initial evaluations and annual reviews, and periodic updates.

Upon request of the District, the music therapist will attend CSE meetings and parent meetings. The music therapist will participate in in-service trainings on a formal and informal basis, as time permits.

The music therapist will adhere to the City School District of Batavia calendar. Although every attempt will be made to reschedule missed visits due to student absences and school closings, the music therapist will not be held accountable in these situations.

3. Payment.

The District agrees to pay \$51.00 for each thirty minute session of individual music therapy and \$30.00 for each student receiving group services. A group is considered 2 or more students receiving music therapy as outlined on the IEP. An individual student receiving music therapy within the context of a group of peers is considered an individual session. Initial evaluations will be completed following written request from the district and will be billed as \$175.00 per evaluation. Cancelled sessions will not be billed.

The Contractor will submit a monthly bill for actual services rendered by the tenth (10th) day of each month, following the provision of these services.

4. Insurance.

The Contractor will obtain and keep in force professional liability insurance coverage for the staff of Music Therapy Pathways-Creative Arts Therapy, PLLC during the term of this Agreement for the benefit and protection of the District and the Contractor.

5. Renewal.

This agreement may be renewed for additional one year terms upon the written consent of both parties, with additional or revised terms as appropriate to be incorporated into the renewal agreement.

6. Acceptance.

The parties to this agreement accept the terms as herein outlined as attested to their signatures below.

Jennifer M. Glor

Date

Director Music Thorapy Bethways Creative Arts Thorapy PLLC

Director-Music Therapy Pathways-Creative Arts Therapy PLLC

Superintendent City School District of Batavia

9/19/11

Date

Agreement Between City School District of Batavia and Music Therapy Pathways-Creative Arts Therapy PLLC

This agreement is made between City School District of Batavia, having its district offices at 260 State Street, Batavia, New York 14020, hereinafter called "District" and Music Therapy Pathways-Creative Arts Therapy PLLC, 80 South Main Street, Oakfield, New York 14125, hereinafter called "Contractor."

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Upon request of the District, the music therapist will attend CSE meetings and parent meetings. The music therapist will participate in in-service trainings on a formal and informal basis, as time permits.

The music therapist will adhere to the City School District of Batavia calendar. Although every attempt will be made to reschedule missed visits due to student absences and school closings, the music therapist will not be held accountable in these situations.

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The Contractor will submit a monthly bill for actual services rendered by the tenth (10th) day of each month, following the provision of these services.

4. <u>Insurance.</u>

The Contractor will obtain and keep in force professional liability insurance coverage for the staff of Music Therapy Pathways-Creative Arts Therapy, PLLC during the term of this Agreement for the benefit and protection of the District and the Contractor.

5. Renewal.

This agreement may be renewed for additional one year terms upon the written consent of both parties, with additional or revised terms as appropriate to be incorporated into the renewal agreement.

6. Acceptance.

The parties to this agreement accept the terms as herein outlined as attested to their signatures below.

Hennifer M. Glor Date

Director-Music Therapy Pathways-Creative Arts Therapy PLLC

Superintendent City School District of Batavia

Q/19/11

Date



Batavia City Schools

Kellie Marciano, Director of Special/Alternative Education 80 Union Street, Batavia, NY 14020 Phone: (585) 343-2480 Ext. 1009

Fax: (585) 344-8204

Email: kmarciano@bataviacsd.org

To: Jason Smith

From: Kellie Marciano

Date: June 23, 2022

Re: Contractual Service-Jennifer Wick- Autism Consultation

Please accept this recommendation to contract with Jennifer Wick as employment as an Autism/Behavior Consultant for students with disabilities for 2022-2023 school year. .

Kellin Marcianco

Many of our students with disabilities present specific challenging behaviors and academic need that frequently require the assistance of a consultant. Mrs. Wick currently has a private practice. Rates are indicated in the contract as \$115 per hour and services will be paid using federal (Section 611) funds.

This contract recommendation comes as a result of the need to support students with disabilities based on recommendations of behavior consultation in their IEPs.

Proposal for Consultation Services

Prepared for: Batavia City School District

Special Programs

School Year: 2022-2023

Term of Contract: July 1, 2022 through June 30, 2023

Proposed Number of Hours: As Needed/Requested

Rate: \$115/hour

Submitted By: Jennifer Wick, PhD, Private Consultant

585.507.2538

Below are listed proposed consultation services for the 2022-2023 school year. Rate for consultation, including training(s), direct consult, parent/team meetings, and report writing, is \$115/hr. Activities and projected outcomes for student-specific consultation and classroom or systems-level consultation are proposed below.

STUDENT-SPECIFIC CONSULTATION

Description of Service

Child-specific consultation for district or building personnel and educational team(s) associated with the identified student(s). Consultation will focus on:

- 1. Behavioral assessment and intervention
- 2. Educational, curricular, and instructional supports, including evidence-based interventions designed to promote learning and attending for student(s) with an autism spectrum disorder
- 3. Develop data systems to inform inclusion practice
- 4. Data analysis and reporting
- 5. Multidisciplinary consultation with professionals (e.g., developmental pediatrician, medical professional(s), psychologists, etc.) to promote holistic and collaborative treatment of the individual
- 6. Staff training, as necessary, regarding evidence-based interventions

Outcomes

- 1. Promote in-house staff competency for educating and supporting students with ASD in inclusion settings
- 2. Increase team's ability to implement comprehensive, evidence-based inclusion practices
- 3. Use of objective data-driven instructional and inclusive practices to determine efficacy of placement

Other possibilities for services include (but are not limited to):

Private consultant can provide technical assistance to the district in developing and implementing a model for students with autism spectrum disorder and related disorders who are partially or fully included in the general education environment or for students in self-contained placement. The goal of such consultation will be to increase the number of children with challenging behaviors or learning needs receiving appropriate educational programming in the home district. Classroom observation, team consultation, and child-specific intervention can be used to support individual student needs while developing a district inclusion model or self-contained classroom support model(s). Activities may include assessment of students identified as having needs in the district, making formal recommendations for those targeted students; formal training opportunities, coaching for application of evidence-based practices in the inclusion setting, guidelines for developing classroom systems, overseeing their implementation to fidelity, and effectively evaluating outcomes.

Activities

- 1. Professional staff development or contextual consultation related to any of the following topics:
 - a. Effective classroom management
 - b. Facilitating peer interactions in an inclusive environment
 - c. Modifying curriculum for students in an inclusive environment
 - d. Visual supports for the inclusive environment
 - e. Evidence-based instructional practices
 - f. Evidence-based behavioral assessment and intervention
 - g. Functional Behavior Assessment
 - h. Mental health disorders, learning disabilities, and related disorders: General
- assessment and recommendations for follow-up
 - i. Effective communication strategies
- 2. Multidisciplinary collaboration to best support student(s)
- 3. Individual student assessment in collaboration with teacher and other identified team members for students suspected of having learning or behavioral support needs
- 3. On-site classroom support and technical assistance for self-contained classrooms/special education programming

Signed:

Jennifer M. Wick, PhD (signed electronically 6.24.22) 585.507.2538





Batavia City Schools

Kellie Marciano, Director of Special/Alternative Education 80 Union Street, Batavia, NY 14020 Phone: (585) 343-2480 Ext. 1009

Fax: (585) 344-8204 Email: kmarciano@bataviacsd.org

To: Jason Smith

From: Kellie Marciano

Date: June 23, 2022

Re: Contractual Service-Jennifer Wick- General Education Behavioral Needs

Kellie Marciano

Please accept this recommendation to contract with Jennifer Wick as employment as an Behavior Consultant for general education students for 2022-2023 school year.

Many of our students present specific challenging behaviors and academic need that frequently require the assistance of a consultant. Mrs. Wick currently has a private practice. Rates are indicated in the contract as \$115 per hour and services will be paid using federal (Section 611) funds.

This contract recommendation comes as a result of the need to support students with disabilities based on recommendations of behavior consultation from the MTSS process.

Proposal for Consultation Services

Prepared for:

Batavia City School District

General Education/General District Needs

School Year:

2022-2023

Term of Contract:

July 1, 2022 through June 30, 2023

Proposed Number of Hours: As needed/as requested

Rate:

\$115/hour

Submitted By:

Jennifer Wick, PhD, Private Consultant

Below are listed proposed consultation services for the 2022-2023 school year. Activities and for student-specific consultation and classroom or systems-level consultation are proposed below.

STUDENT-SPECIFIC CONSULTATION

Description of Service

Child-specific consultation for district or building personnel and educational team(s) associated with the identified student(s). Consultation will focus on:

- 1. Behavioral assessment and intervention, including training staff to implement interventions and best practices
- 2. Educational, curricular, and instructional support recommendations, including evidence-based interventions designed to promote learning and attending for student(s) who may have barriers to learning
- 3. Develop data systems to inform inclusion practice; build competence in the building for data collection
- 4. Data analysis and reporting
- 5. Multidisciplinary consultation with school staff and professionals (e.g., developmental pediatrician, medical professional(s), psychologists, etc.) to promote holistic and collaborative treatment of the student 6. Staff training, as necessary, regarding evidence-based interventions

Other possibilities for services include (but are not limited to):

Activities

- 1. Professional staff development or consultation related to any of the following topics:
 - a. Effective classroom management
 - b. Facilitating peer interactions in an inclusive environment
 - c. Trauma informed classroom management
 - d. Modifying curriculum for students in an inclusive environment
 - e. Visual supports for the inclusive environment
 - f. Evidence-based instructional practices
 - g. Evidence-based behavioral assessment and intervention
 - h. Functional behavior assessment and behavior plans
- i. Mental health disorders, learning disabilities, and related disorders: General assessment and recommendations for follow-up
 - j. Effective communication strategies

Signed:

Jennifer M. Wick, PhD (signed electronically 6.24.22) 585.507.2538



Proposal for Professional Development Services

In partnership with

Batavia City School District



Overview

Love2Achieve's comprehensive **Cultivating Equity & Excellence** program supports schools and districts in efforts to develop equitable, empathetic, culturally responsive and inclusive learning environments for all students.

Equity is a primary strategic goal for many school districts, but how do administrators support teachers, staff, parents and community members in support of that goal? Love2Achieve's comprehensive, multipart framework and practical, hands-on staff development workshops were designed to empower staff with the knowledge, skills and understanding to make equity and inclusiveness a reality for participating school district communities.

The facilitated workshops described in this proposal will be planned and delivered to a group of faculty, staff, administrators, and community members over multiple days, either online or in person, starting in July of this year.

Dr. Luvelle Brown, known for his experience in building and leading culturally responsive learning environments, believes that equity is an achievable goal in all schools, and will challenge your staff with hard questions and deep, immersive professional learning designed to change your culture through a combination of process, reflection and action. Dr. Brown will share best-practice examples from his own nationally-recognized work and demonstrate how to lead and activate change in your schools among colleagues and staff and throughout the broader community with students and parents, showing your staff what's possible and giving them the tools and confidence to make it happen.



Dr. Luvelle Brown Love2Achieve, LLC

LOVE2ACHIEVE LLC.

CONSULTANT AGREEMENT

This CONSULTANT AGREEMENT is made this 1st day of July 2022 by and between **Batavia City School District (NY)** (the "Organization) and LOVE2ACHIEVE LLC, a New York limited liability company (the "Company") whose address is 6 Jon Stone Circle, Ithaca, New York, for the services of the Consultant (as defined below).

I. THE CONSULTANT: The Company will provide the services of Dr. Luvelle Brown (the "Consultant") for the Engagement (as defined below).

Program Overview					
Description	Price	QTY	Total		
'Culture of Love,' from theory to practice (4) 90-min virtual sessions	\$9,800	1	\$9,800.00		

II. ORGANIZATION CONTACT

Name: Molly M. Corey, Ed.D., Executive Director of Curriculum and Instruction

Address: 260 State Street, Batavia, NY 14020

Phone: (585) 343-2480 ext. 1003 Email: Mmcorey@bataviacsd.org

III. COMPENSATION

\$9,800.00

- IV. PAYMENT: All payments will be in the form of a check issued by the Organization and will be payable to the Company at the address referenced above. All compensation described above in Section 3 shall be within 30 days of invoicing. Services will be invoiced upon successful completion. In the event that any amounts due to the Company are not paid when due, such amounts shall bear interest at the rate of 1% per month until paid. INITIAL:
- V. INDEPENDENT CONTRACTOR: The Company, in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the Organization.
- VI. INDEMNIFICATION: Organization agrees to hold the Company and the Consultant harmless and indemnify the Company and the Consultant for any loss, claim, damage or liability of any kind

involving, arising out of or in connection with this Agreement, including but not limited to reasonable attorneys' fees.

The Company and the Consultant agree to hold the Organization harmless and indemnify the Organization for any loss, claim, damage or liability of any kind involving or arising out of or in connection with this Agreement, including but not limited to reasonable attorneys' fees.

VII. CANCELLATIONS:

- A. Either party may cancel this Agreement without obligation to the other if the cancellation notice is received in written form at least thirty (30) days before the Engagement. If Organization cancels this Agreement with less than forty-five (45) business days' notice to the Company, the Company shall be entitled to keep the Deposit. Additionally, if the Organization cancels the Agreement and the Company incurs any fees or expenses that are not refundable, the Organization agrees to reimburse the Company promptly for such fees or expenses.
- B. If, due to illness, accident, airline cancellation or other causes legally known as Acts of God (force majeur), the Company is forced to cancel the Agreement, neither party, nor any representative shall be liable for any payment and the Consultant shall return any Deposit(s).
- C. If the organization has contracted for multiple performances and due to issues related to force majeur, the company's Consultant misses a portion of the performances but is able to perform in remaining scheduled performances, the organization shall be liable for the full contracted fees as outlined in this agreement.

VIII. MISCELLANEOUS:

- A. The presentation by the Consultant shall not be recorded, reproduced, or transmitted from the place of speech, in any manner or by any means whatsoever, unless there is a specific written amendment to this Agreement, initialed by the Company, relating to and permitting such recording, reproduction, or transmission. The Organization will make all reasonable efforts to prevent individuals from doing so and the Organization shall make an announcement at the Engagement that no so such recordings are permissible. INITIAL:
- B. Sale of books by the Consultant may be permitted and proceeds of such sales shall be the sole property of Consultant.
- C. Anticipated starting times specified in this Agreement are subject to minor modifications because of unanticipated occurrences, however, the Consultant will make reasonable efforts to be at the place of performance a sufficient period of time prior to the scheduled time of commencement so as to permit a timely presentation.
- D. This Agreement constitutes the entire agreement between the parties.

- E. This Agreement may only be modified or amended in writing signed by authorized signatories of the Company and the Organization.
- F. The presentation and any materials generated by the Company or the Consultant shall remain the property of the Company, and shall not be deemed to be a "work for hire" for the Organization. Nothing in this agreement grants or transfers to the Organization any property, intellectual property, or other rights in any aspect of the Engagement other than as may separately be agreed in writing as an exhibit to this Agreement. All Company information or data shall remain the property of the Company.
- G. The Consultant will not engage in events, appearances, interviews, or other requirements of the client not expressly delineated in this contract unless pre-arranged prior to the event. No media interviews will be granted.
- H. The Consultant will arrive prepared to connect and use personal technology (Macbook Pro) and may require internet for ICloud access to materials. If for any reason the organization prefers to upload materials onto another computer or system, the organization agrees that the files are for use only during the Consultant's presentation(s) and must be removed upon completion of the presentation(s). Any uploading of Consultant's intellectual property does not constitute a licensing agreement or additional or continued use of said property.
- I. If a same-day technical rehearsal or event run-through is required, it must be pre-arranged with the company. Company will not adjust travel arrangements for post-contract requirements.
- J. For all performances, the Organization will be required to clear the stage/speaking area of all tables, podiums or other obstructions. The Organization will supply a wireless lapel microphone. If a lapel microphone is not available, a wireless handheld microphone is suitable.
- K. Prior to performances, a secluded quiet area or green room is required before the start of the performance. Interaction with participants, guests and dignitaries will occur subsequent to the performance as time permits.
- L. The Consultant will not engage in any banquets, social events, etc., unless pre-arranged.
- M. No materials can be reproduced without express written permission. Unauthorized duplication of materials, videos or audio recordings will constitute a violation of the trademarked/copyrighted materials.
- N. This Agreement shall be construed, interpreted, applied and performed in accordance with the laws of the State of New York. Each party hereby irrevocably submits to the non-exclusive

jurisdiction of the Court of Tompkins County, in any action, suit or proceeding arising under this Agreement or any other documents, instruments and agreements required to be delivered pursuant hereto, and agrees that any such action, suit or proceeding may be brought in such court (and waives any objection).

IX. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. Witness the following signatures:

COMPANY:	ORGANIZATION:
LOVE2ACHIEVE, LLC	Bataria City Schools
Ву:	ву:
Title: Founder / CEO	Title: Size Div of Cot

MEMO

TO:

Members of the Board of Education

Jason Smith

FROM:

Scott C. Rozanski

Business Administrator

RE:

Summer Transportation Contract (NYSED) 2022-23

DATE:

June 28, 2022

NYSED is requiring all NYSED transportation contracts to be approved by each District's Board of Education, in addition to being signed by the BOE president and Superintendent. All transportation contracts must be approved and signed prior to service.

The attached contracts are for transportation services with Attica Bus Company and Student Transportation of America (STA) for our summer transportation needs. The estimated cost for transportation service is as follows:

Attica Bus Company, including fuel estimate (which the District purchases) - \$64,569.60. STA, including fuel (which the District purchases) - \$35,379.73

Once BOE approved and signed, we will send the contracts to NYSED.

Form CES

180300 (SED CODE)

Check type of Summer Program: (Separate contract required for each) Special Education

District-operated non-special education BOCES-operated non-special The State Education Department Transportation Unit, Room 1075 EBA 89 Washington Avenue Albany, New York 12234

Prior Year Contract/Extension E 2 7 3 1 4 0

SUMMER TRANSPORTATION EXTENSION OF TRANSPORTATION **CONTRACT**

education			_ Please Check	if Applicable			
Scott C. Ro		343-2480 ext, 1002 zanski@bataviacsd.org	Piggybacl	k Transportat ducation Only			
Contact Person Batavia City Schoo	N Dietrict		Contract	for bus maint	tenance only	or pt	,
Datavia Oity Oction	School District/BOCES		Cost Justi	fication Form	n- Only for CF	'I Pass-thru	s (see reverse
260 State Street			Specification	ns include:			
Batavia	Street or P.O. Box	14020		ill supply contra for attendants,	actor with fuel. escorts or moni	itors.	
City	State	Zip Code			lecreasing servi		
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*For a piggyback con	ntract, list the originating	school district & contra				(see attache	ed)
	i.	es hereto have executed				7th	day
Party of the First Part		Party of	the Second Part				
	or President of Board of Education)	, 5	re of Contractor)	,			1
		y that this contract exte Education Law, section 3		n approved	by the Su	perintend	lent of
Approval Date:	July 7, 2022 (Date of Superintendent's Approx	Filed by:	(Signature of Sup	perintendent or D	ecionee)		
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		y pay a contractor, in explosion (a) on reverse		ri, for the	cost of qua	mymg cr	mmai

history and certain driver testing fees. (See subdivision (e) on reverse).

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT, RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.

08/19

Form CES

1 8 0 3 0 0 (SED CODE)

Check type of Summer Program: (Separate contract required for each) Special Education

District-operated non-special education BOCES-operated non-special The State Education Department Transportation Unit, Room 1075 EBA 89 Washington Avenue Albany, New York 12234

Prior Year Contract/Extension E273141

SUMMER TRANSPORTATION **EXTENSION OF TRANSPORTATION CONTRACT**

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Scott C. F	20220		3-2480 ext, 1002	F	neck if Applicably yback Transporta			
	NUZana	Email: sroza	nski@bataviacsd.org		ial Education On			
Contact Person Batavia City Sch	าool Distric	et			tract for bus mair : Justification For			uc (cae revers
260 State Street	Schoo	ol District/BOCES	748.414			iii- Oilly for v	Jr 1 1 a55-till	us (see reverse
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Batavia		NY	14020	✓ Prov	ision for attendants	s, escorts or mo	onitors.	
City		State	Zip Code	Clau:	se for increasing or	decreasing ser	vice.	
WHEREAS a trans	sportation co	ontract agreement	was made on	July 7,	2022	by and b	etween	
Batav	ia City	School Di	strict		(Date)	enesee		2137
	I District or BOCE			, (County of Ge		,	N.Y.,
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July	7	2022	and ending	Augus	st 26	2022		
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of July	, 20 <u>22</u>	·						
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Party of the First (Signature of Tr		of Board of Education)	•	of the Second Part ture of Contractor				
COMPLIANCE C	ERTIFICA	ΓΙΟΝ. I certify t	hat this contract exte		•	d by the S	Superintend	dent of
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	July	7 2022						
Approval Date:	(Date of f	Superintendent's Approval)	Filed by:	(Signature o	of Superintendent or T)esignee)		
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SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT, RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.

08/19



AGREEMENT

AGREEMENT made effective as of the 1st day of July 2022 by and between Batavia City School District, NY (the "District"), having its administrative offices at 260 State Street, Batavia, NY 14020 and EI US, LLC dba LearnWell (the "Company"), formerly Education, Inc., having its office at 2 Main Street, Suite 2A, Plymouth, MA 02360.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Company hereby agree as follows:

- 1. <u>Retention</u>: The District hereby agree to retain the Company and the Company agrees to provide the District with its services consisting of any of the following upon the terms and conditions herein set forth: The District hereby agree to retain the Company and the Company agrees to provide the District with Academic Tutoring Services during the 2022-2023 school year.
- 2. <u>Term</u>: This Agreement will be for services provided July 1, 2022 June 30, 2023 inclusive, unless terminated early as provided in this Agreement. It is understood that the District are under no obligation to renew this Agreement upon its expiration.
 - 3. **Compensation**: See Exhibit A attached:
- 4. <u>Independent Contractor</u>: The Company is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relation to the District shall, during the period of its retention and services hereunder, be solely that of an independent contractor. The compensation being paid pursuant to this Agreement shall not be subject to withholding taxes or other employment taxes required with respect to compensation paid by the District to an employee. The Company shall observe all requirements imposed by any laws upon corporations. The District, if required by Federal or State requirements, will submit a Form 1099, at year-end to the Federal government and to Company if having a gross income exceeding \$600, which thereupon will be reported for income tax purposes. Neither the Company nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, social security, New York Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance, or the like. With regard to employees of the Company the Company alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.
- 5. <u>Indemnification</u>: The Company hereby indemnifies the District with respect to all claims, charges, costs and expenses arising out of the negligence of the Company, its agents, or employees, or with respect to the Company's breach of its obligations. The Company shall defend (with counsel selected by the District and reasonably approved by the Company), indemnify, and hold harmless the District, and its agents, members, representatives and employees from any and all claims, costs, expenses (including, but not limited to, attorney fees) related, directly or indirectly, to this indemnity.
- 6. **Expenses**: The Company will pay all expenses incurred by it in connection with the performance of his duties hereunder, including but not limited to automobile and/or travel expenses.
- 7. Required Records: The Company shall provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York Education Department, New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records, logs. etc., will be the property of the Company and will be considered mandated records. Company shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Company under this Agreement.
- 8. <u>Confidentiality:</u> The Company shall maintain the confidentiality of student records in accordance with HIPAA or any other applicable federal laws and regulations.
 - 9. Review of Company Records: In compliance with HIPAA, the District shall have the right



to examine any or all records or accounts maintained by the Company in connection with this Agreement.

- 9. <u>Insurance</u>: The Company shall provide the District with a certificate of liability insurance naming the District as an additional insured with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate upon execution of this Agreement. The Company shall notify the District in writing ten (10) days prior to any lapse in liability coverage. The absence of liability coverage during the term of this Agreement may result in immediate termination of this Agreement.
- 10. <u>Employer's Authority</u>: The Company represents and warrants that it will observe and comply with the policies, rules and regulations of the Company (and shall cause its employees to do the same), including, but not limited to, the Company Code of Conduct, performance of its duties, and to carry out and perform orders, directions and policies advised from the District.
- 11. <u>Termination</u>: This Agreement shall be terminated upon the occurrence of any of the following events:
- (a) Immediately upon the breach by the Company of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees.
 - (b) Automatically upon the filing of a Petition in Bankruptcy by the Company
- (c) Upon thirty days (30) notice by either the District or the Company to the other, together with the reason for said early termination. Termination under this provision will only be permissible upon a showing that the reason cited is not arbitrary or capricious.

Upon termination of this Agreement, the Company shall be entitled to receive only the compensation accrued and unpaid as of the date of termination and shall not be entitled to any additional compensation.

12. <u>Notices</u>: Any notices required or permitted to be given under the terms of this Agreement shall be sufficient in writing and if personally delivered or sent by registered or certified mail to the parties at the following addresses:

To the Company:

LearnWell 2 Main Street, Suite 2A Plymouth, MA 02360 To the District:

Batavia City School District, NY 260 State Street Batavia, NY 14020

- 13. <u>Entire Agreement</u>: This instrument contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations by and between the parties.
- Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.



- 15. <u>Third-Party Beneficiaries</u>: There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.
- 16. Negotiated Agreement: This is a negotiated Agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

By:

Authorized Representative Batavia City School District, NY

By:

Authorized Representative EI US, LLC





Exhibit A

- 1. <u>Compensation</u>: The District agrees to compensate the Company at the rate of \$65.00 per hour for 10 hours per week. Upon the District verifying the student's enrollment via a verbal conversation or email communication with an EI US, LLC employee, billing will commence from the student's date of admission. Each hour of instruction delivered in any setting requires administrative and preparation time, and LearnWell bills an additional 33% for those services (i.e., each three (3) hours of teaching generates one (1) hour of admin/prep time cost). Such compensation shall be paid within thirty (30) days of receipt and approval by the District of invoices (in form and substance satisfactory to the District) from the Company with respect to performance of such services.
- 2. <u>Authority:</u> Each of the signatories represents that he/she is authorized to execute this Agreement and to bind the District on whose behalf he/she has signed to its terms. The Company further represents that its representative has the authority to sign and bind the Company to its terms.
- 3. <u>Exhibit</u>: This Exhibit A is enforceable as against the Company and District only by virtue of its incorporation by reference in the Agreement between the Company and the District and is subject to all of the terms contained in such Agreement, including the termination provisions therein. This Exhibit A does not itself create any legally binding obligations on the Company or the District independent of the Agreement in which it is incorporated by reference.

COOPERATIVE BID RESOLUTION

Be it resolved that Batavia City School District is hereby authorized to participate in the following cooperative bids for the 2022-2023 school year. These bids will be coordinated by the Monroe #2 BOCES for the 2022-2023 school year (bid prices will be effective into the 2023–2024 school year):

A. Art Supplies			timated Participate \$450
B. Office and Classroo	om Supplies		\$450
C. Musical Equipment			\$450
D. Multi-Media / Audi	o Visual Equipment		\$450
E. Fine Paper (Fall bid			\$700
F. Fine Paper (Spring	bid)	inclu	ded with Fall bid
G. Fresh Produce			\$450
H. Calculator			\$450
	Total Bid Costs		\$3,850

District Clerk Signature

July 7, 2022

Date

COOPERATIVE BID RESOLUTION

Be it resolved that the Batavia City School District is hereby authorized to participate in the following cooperative bids for the 2022–2023 school year. These bids will be coordinated by the Genesee Valley BOCES during the 2022-2023 school year (bid prices will be in effect into the 2023-2024 school year).

- A. Custodial Supplies
- B. Athletic/P.E. Supplies
- C. Bread
- D. Milk Products
- E. Ice Cream Products
- F. Paper and Chemical Supplies (Food Service)
- G. Grocery
- H. Grocery Diversions
- I. Kitchen Smallwares
- J. Fuel

	July 7, 2022
District Clerk Signature	Date



MEMO

TO: Members of the Board of Education

Jason Smith

FROM: Scott C. Rozanski

Business Administrator

RE: Bid for Refuse Collection

DATE: June 28, 2022

The results of the refuse collection bid opened on June 22, 2022 are indicated below. Jason DeGraff, Director of Facilities II has reviewed the bid received and it is recommended that the bid be awarded to:

2022-23 \$ Change % Change

Recommended award:

Modern Disposal Services Inc. \$53,224.97 \$17,224.97 47.85%

Prior Yea	ar Awards		\$ Change	% Change
2021-22	Casella Waste of New York Inc.	\$36,000.00	\$0.00	0.00%
2020-21	Casella Waste of New York Inc.	\$36,000.00	\$3,582.15	11.05%
2019-20	Republic Services Inc.	\$32,417.85	-\$1,290.15	-3.83%
2018-19	PSI Disposal	\$33,708.00	\$8,122.00	31.74%
2017-18	PSI Disposal	\$25,586.00	\$2,326.00	10.00%
2016-17	PSI Disposal	\$23,260.00	\$1,595.60	7.37%
2015-16	PSI Disposal	\$21,664.40	\$1,623.21	8.10%
2014-15	Allied Waste Services	\$20,041.19	\$443.50	2.26%
2013-14	Allied Waste Services	\$19,597.69	\$756.90	4.02%
2012-13	Allied Waste Services	\$18,840.79	-\$3,600.50	-16.04%
2011-12	Allied Waste Services	\$22,441.29		

Additional pick up charges, if needed, are as follows: 8 cubic yard \$39.20; 3 cubic yard \$14.70 and 8 cubic yard cardboard \$35.28.

There is \$40,000.00 allocated in the 2022-23 budget for refuse collection. Inflation and additional services needed at Robert Morris are contributing to the increase in cost. The District will cover be adjusting budget allocations for other items within the Operations and Maintenance budget lines.

MEMO

ion ashi

TO:

Members of the Board of Education

Jason Smith

FROM:

Scott C. Rozanski

Business Administrator

RE:

Cooperative Bid - GV BOCES Fuel Bid

DATE:

June 28, 2022

The GV BOCES Fuel Cooperative Bid results are as follows:

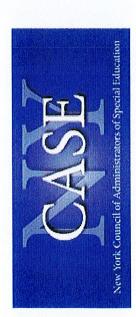
		Award 2022-23 Unleaded Differential	Award 2022-23 Diesel Ultra Low Sulfer Differential	Award 2022-23 Diesel Winter Blend Differential
NOCO Energy (Corporation	0.03050	0.03050	0.04050
	Estimated Gallons per year	14,000.00	8,000.00	12,000.00
	Bus Contractor	Attica Bus	STA	STA
2021-22 Award	Valley Energy Services NOCO Energy Corporation (extended the contract due to	0.03160	0.03680	0.04330
2020-21	impact of COVID 19)	0.02900	0.03450	0.03850
2019-20 Award	NOCO Energy Corporation	0.02900	0.03450	0.03850
2018-19 Award	Valley Energy Services	0.02650	0.03520	0.04140
2017-18 Award	NOCO Energy Corporation	0.03000	0.04000	0.04000

The differential is the amount additional per gallon that the District will pay over the cost per gallon per the OPIS (Oil Price Information Service) index for each week that fuel is ordered. The District purchases fuel for our transporation contractors. The amount that the transportation contractors charge us per day/bus reflects the District providing the fuel. We are able to buy the fuel off a bid without taxes at a much more competitive price.

5

Batavia City School District Non-BOCES Conference Expense Proposal Form

Teacher/Staff Member: Kellie	Marciano	Building: Robe	ert Morris
Event: NY Case Summer Institute		District Endorsed Conference Yes No	
Date: July 18- July 2		Location: Syr	acuse, NY
	/idomski	Company/Busines	
Address: PO Box 290		Phone: 845	701 0855
	NY 12833	Email: Iwidor	nski Qnycase.org
Proposal: To attend	the CC	ase confe	rence to.
learn Best Pract		1 Special	Educotion
Outcome: Will imple	ment r	rew regr	ulations, processes,
and procedures	to our	practic	-
Justification: Yearly	conter	ence to	seep up to
acte on	yearu	1 upu	.011 2 5
DESCRIPTION OF EMPENSE	T DD OD OGED E)	
DESCRIPTION OF EXPENSE PROPOSE		EXPENSE	Budget Code – Required for each line – input by
			Administrator
Registration fee	\$ 395		Administrator
Travel (based on \$0.56/mile	\$ 6 660	<u> </u>	
x // 2 miles)	4 1000	,	
*Hotel	\$ 514.05		
Tolls	\$ 4.49		
*Meals	\$ 198		V
Total	18 1173	3.14	F2251 460 22 001
*Total conference budget & dail		-	
http://www.gsa.gov/portal/conte			m_medium=print-radio&utm_t
erm=HP_01_Requested_perdien	n&utm_campaig	gn=shortcuts	
Nali Hann	211	10/24	122
Employee Signature		Date	122
Employee Signature		Date	
** Administrator Signature		Date	
		1	1/21
MMLAM		10/21	1/00
# Executive Director for Curricu	ılum and Instruc	ction Date	
,			
**Administrator with budgetary res			
Office. <u>IF OVER \$450.00</u> , Board	1 1		er board approval – paperwork
returned to Administrator with bud	getary responsibil	lity for processing.	
# If District andorsed conference	Degistration only	processed by Distric	et (Curriculum Office)
# If District endorsed conference.		processed by Distric	a (Carriculain Office).
JUSO	N		
Superintendent Signature		D 1.4	proved Date (if needed)
		Board Apr	oroved Date (it needed)
~ op •		Board App	proved Date (11 needed)



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2022 Summer Institute Information

20th Annual NYCASE Summer Institute!

July 18-20, 2022

Forward Together ~ Building Bridges

Our Keynote Speakers!

Dr. Steve Perry Social Worker, Author, Global Speaker, Educator and Advocatel Open this link to learn more www.drsteveperry.org

Paul Forbes Educator and Trainer, Anti-bias and Educational Equity Consultant, Former NYC DOE Director. Use the link to learn more https://leadingwithheartsandminds.com/

John O'Connor Author of Great Instruction Great Achievement for Students with Disabilities: A Road Map for Special Education Administrators, Educator and Speaker. Olick here to learn

more http://www.greatinstruction.net/about.html

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Mon Jun 27, 2022

Website Committee

Category: Events

Mon Jul 18, 2022

Summer Institute

Category: Events

View Full Calendar

NYCASE P.O. Box 290 Greenfield Center, NY 12833



Kellie Marciano 80 Union Street Batavia, New York 14020 United Stateskmarciano@bataviacsd.org Invoice #

227

Invoice Date Invoice Due 06/24/2022 07/09/2022

Amount Due

\$ 870.00

Transactions

Description	Amount
Membership Join - Council Member (through Jun 23, 2023) - 1 period - \$80.00	\$ 80.00
Kellie Marciano: Registration Fee - Fee - \$395.00	\$ 395.00
Kimberly Maerten: Registration Fee - Fee - \$395,00	\$ 395.00

Total Amount	\$ 870.00
Amount Paid	-\$ 0.00
Amount Due	\$ 870.00

Thank you for registering for the Summer Institute July 18-20, 2022

Please mail payment to: NYCASE P.O. Box 290 Greenfield Center N.Y. 12833 845-701-0855

Batavia City School District Non-BOCES Conference Expense Proposal Form

Teacher/Staff Member: Kimba	sh Maerten	Building: Rob	ert monds		
Event: NYCASE 2022 Sun	mer Institute		d Conference Yes) No	
Date: @2000 July 17-5	July 20	Location: S.	acuse, NY		
Contact Person: Linda Wie	tomoki	Company/Busine	ess: NYCASE		
Address: 2000 PO BOX	290	Phone: 845-	701-0855		
Proposal: TO attend the	12833	Email: Widor	n ski @ nyca:	re.ors	
Proposal: TO attend the	L CASE O	ion ference to	learn Beit 1	Practicu	
in special Educa	natic				
Outcome: Wil impresser	m bloce	sulation, or etice	1007767 ' ov c	3	
Moedures to a Justification: yearly ear updates	ference to	repupt	odate on you	early	
	4				
DESCRIPTION OF EXPENSE	PROPOSED E	EXPENSE	Budget Code – R	_	
			for each line – in	put by	
Registration fee		\$475	Administrator	460 aa	0066
Travel (based on \$0.56/mile	10 0		1 1 0001	100 aa	
x miles)	" A (O).	60			
*Hotel	\$ 514.	05			
Tolls	\$ 4.4	٩			
*Meals	\$ 109	3		,	
Total	\$ 1253	3.14	1		
*Total conference budget & daily			diem rates (includi	ng tips) at:	
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erm=HP_01_Requested_perdiem	&utm_campai	gn=shortcuts			
Okum Main		(,-20	1-32		
Employee Signature		Date	V 0.0		
1 /			()		
Reffin Man	Call) (0	124127		
** Administrator Signature		Date			
		,	1 -100	7	
10Wy (Men	\ <u></u>		127/20		
# Executive Director) for Curricul	Jim and Instruc	ction Date			
**Administrator with budgetary resp	ponsibility. IF U	JNDER \$450.00, se	nd directly to Carla (Cole/Business	3
Office. IF OVER \$450.00, Board of			ter board approval -	paperwork	
returned to Administrator with budg	etary responsibi	lity for processing.			
# If District endorsed conference. R	egistration only	processed by Distri	ct (Curriculum Offic	e).	
() LQ	INA				
Superintendent Signature		Board Ap	proved Date (if nee	eded)	
2021-22			August 26	5, 2021	
100 miles (100 miles 100 m					

6/24/22, 10:24 AM

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John O'Connor Author of Great Instruction Great Achievement for Students with Disabilities: A Road Map for Special Education Administrators, Educator and Speaker. Click here to learn more http://www.greatinstruction.net/about.html

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Summer Institute Mon Jul 18, 2022

Category: Events

View Full Calendar

Announcements

NYCASE P.O. Box 290 Greenfield Center, NY 12833



Kellie Marciano 80 Union Street Batavia, New York 14020 United Stateskmarciano@bataviacsd.org

Invoice # Invoice Date 227 06/24/2022

Invoice Due

07/09/2022

Amount Due

\$870.00

Transactions

Description	Amount
Membership Join - Council Member (through Jun 23, 2023) - 1 period - \$80.00	\$ 80.00
Kellie Marciano: Registration Fee - Fee - \$395.00	\$ 395.00
Kimberly Maerten: Registration Fee - Fee - \$395.00	\$ 395.00

Total Amount	\$ 870.00		
Amount Paid	-\$ 0.00		
Amount Due	\$ 870.00		

Thank you for registering for the Summer Institute July 18-20, 2022

Please mail payment to: NYCASE P.O. Box 290 Greenfield Center N.Y. 12833 845-701-0855



To:

Jason A. Smith ~ Superintendent

From: Trisha Finnigan ~ Executive Director of Staff Development & Operations

As per the NYS Comptroller's Office, the District is required to identify the standard work day of all employees whose salaries are reported to the Employee Retirement System (ERS).

As of July 1, 2022, these individuals are as follows:

Team & Job Title	Standard Workday Hours
Clerical Association	
Career Resource Specialist	6
Clerk Typist	7.5
Computer Aide	6
Customer Support Specialist I	7.5
Customer Support Technician	7.5
Data Processing Clerk	7.5
Deputy Treasurer	7.5
Financial Records Control Clerk	7.5
Library Aides	6
Library Clerks	6
Personnel Clerk	7.5
Principal Account Clerk	7.5
Secretary	7.5
Senior Typist	7.5
School Security Aide	6
Teacher Aides	6
Vocational Coordinator	6
Custodial Association	
Building Maintenance Mechanic	8
Building Maintenance Worker	8
Cleaner	8

Custodial Worker	8	
Groundskeeper	8	
Head Custodian	8	
Senior Building Maintenance Mechanic	8	
Senior Custodial Worker	8	
Summer workers	8	
Nutritional Services		
Cook	6	
Cook Manager	7	
Food Service Helper	6	
Senior Food Service Helper	6	
Individual Contracts		
IT Operations Analyst I	8	
IT Operations Technician I	8	
IT Operations Technician II	8	
Assistant Coordinator of Nutritional Services	8	
Secretary to the Superintendent	8	
Treasurer	7.5	
Director of Facilities II	8	
Facilities & Technology Integration Specialist	8	
Teachers' Association		
Licensed Practical Nurse	7hours, 20 minutes	
Occupational Therapist	7hours, 20 minutes	
Physical Therapist	7hours, 20 minutes	
Registered Professional Nurse	7hours, 20 minutes	

MEMO

TO:

Members of the Board of Education

Jason Smith

FROM:

Scott C. Rozanski

Business Administrator

RE:

Surplus Middle School Library Books

DATE:

June 28, 2022

Attached is a list provided of surplus Library Books at Batavia Middle School. I am recommending that these Library Books be declared surplus.

We will search our resources to maximize our revenue or donate to a need within the community when we dispose of the Library Books.



Scott Rozanski <srozanski@bataviacsd.org>

Surplus library books from BMS

1 message

Doreen Shormann dashormann@bataviacsd.org

Mon, Jun 27, 2022 at 10:16 AM

To: Brittany Witkop bawitkop@bataviacsd.org, Scott Rozanski srozanski@bataviacsd.org

Attached is a list of library books at Batavia Middle School that we have determined no longer meet the current needs of the district. I am recommending that these books be declared surplus. We will search our resources to maximize our revenue or donate to a need within the community when we dispose of the books.

Doreen Shormann BMS Library Clerk



6/23/2022 - Copies Rer	moved: 52				
-					
The accident (Removed: 1) Author: Wiesel, Elie.)	ISBN: 0	-553-22688-6	Published: 1982	
Call Number	Barcode BATM11282 eded	Price	-555-22000-0	Acquired 7/26/2012	Removed By dshormann
Afghanistan (Removed: 1)					
Author: John Boaz, book e	editor.	LCCN:	2003-44856	Published: 2004	
	Barcode BATM80068 eded	Price		Acquired 7/26/2012	Removed By dshormann
Afghanistan (Removed: 1)			<u> </u>		
Author: Madani, Hamed.		LCCN:	2003-54323	Published: 2004	
	Barcode 「221000	Price		Acquired 7/26/2012	Removed By dshormann
After Tupac & D Foster (Re	•	LOOM	2007-23725	Dublishad, 2000	
Author: Woodson, Jacque Call Number	line. Barcode	LCCN:	2007-23725	Published: 2008 Acquired	Removed By
FIC Woo E	BATM22481	\$16.57	•	7/26/2012	dshormann
Was Available Wee	eded				
The Alaskan mystery (Rem	noved: 1)				
Author: Keene, Carolyn.		LCCN:	84-29120	Published: 1985	
	Barcode BATM09938	Price \$2.95		Acquired 7/26/2012	Removed By dshormann
Was Available Wee	eded				
Alice Walker (Removed: 1)					
Author: Gentry, Tony.		LCCN:	92-5302	Published: 1998	
	Barcode BATM12415	Price \$17.00)	Acquired 7/26/2012	Removed By dshormann
Was Available Wee	eded				
The amazing life of birds :	(the twenty-da	y puberty j	journal of Duane Ho	omer (Removed: 1)	
Author: Paulsen, Gary.	-		2006-4544	Published: 2006	
	Barcode BATM31661 eded	Price \$12.99)	Acquired 7/26/2012	Removed By dshormann
Ancient America (Remove	d: 1)				
Author: Long, Cathryn J.	•	LCCN:	2001-6605	Published: 2002	
	Barcode BATM51423 eded	Price \$21.96	6	Acquired 7/26/2012	Removed By dshormann
	oved: 1)				
The ancient Romans (Rem	,				
The ancient Romans (Rem Author: Nardo, Don, 1947-	-	LCCN:	00-8650	Published: 2001	

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937 Nar	BATM31312	\$25.49)	7/26/2012	dshormann
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The attack on Pearl Har	bor (Removed: 1)				
Author: Thomas Streis	sguth, book editor.	LCCN:	2001-42922	Published: 2002	
Call Number 940.54	Barcode BATM07323	Price		Acquired 7/26/2012	Removed By dshormann
Was Available V	Veeded				
Blitzcat (Removed: 1)					
Author: Westall, Rober	t.	ISBN: 0	-590-42771-7	Published: 1989	
Call Number FIC WES	Barcode BATM06642	Price \$12.95	j	Acquired 7/26/2012	Removed By dshormann
Was Available V	Veeded				
Blitzcat (Removed: 1)					
Author: Westall, Rober	t.	LCCN:	89-4219	Published: 1989	
Call Number	Barcode	Price		Acquired	Removed By
FIC WES	BATM20132	\$11.04	•	7/26/2012	dshormann
Was Available V	veeaea 				
Cal Ripken, Jr. (Remove	•				
Author: Joseph, Paul, 1		LCCN:	96-16087	Published: 1997	
Call Number B Rip Was Available V	Barcode BATM06742 Veeded	Price		Acquired 7/26/2012	Removed By dshormann
Call it agurage /Pomove	.d. 1\				
Call it courage (Remove Author: Sperry, Armstre	=	LCCN:	89-18456	Published: 1990	
Call Number	Barcode	Price	00 10 100	Acquired	Removed By
PB 398.22 SPE Was Available V	BATJ08463	7 1100		7/26/2012	dshormann
Cities (Removed: 1)					
Author: Bowden, Rob.		LCCN:	2003-61949	Published: 2004	
Call Number 307.76 BOW	Barcode BATM200107	Price		Acquired 7/26/2012	Removed By dshormann
Was Available V				112012012	GOTOTTIALIT
	de la Carte de Tressete			la a 6 /D a manage de 4\	
The complete short sto Author: Clemens, Sam 1835-1910.			-553-14112-0	ne f (Removed: 1) Published: 1971	
Call Number SC CLE	Barcode BATM11871	Price		Acquired 7/26/2012	Removed By dshormann
Was Available V	Veeded				
Curveball (Removed: 1)	\				
Author: Wallace, Rich.		LCCN:	2006-16882	Published: 2007	
Call Number FIC Wal	Barcode BATM22814	Price \$9.55		Acquired 7/26/2012	Removed By dshormann
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A different season (Re	·				
Author: Klass, David.		LCCN:	87-19969	Published: 1988	
Call Number [Fic] Was Available	Barcode BATM09353 Weeded	Price		Acquired 7/26/2012	Removed By dshormann
Dunk under pressure	(Removed: 1)				
Author: Wallace, Rich	-	LCCN:	2005-23554	Published: 2006	
Call Number FIC Wal	Barcode BATM22846	Price \$9.55		Acquired 7/26/2012	Removed By dshormann
Was Available	Weeded				
The early Middle Ages	s (Removed: 1)				
Author: Jeff Hay, boo	•	LCCN:	00-34110	Published: 2001	
Call Number 909.07 EAR	Barcode BATM51196	Price \$6.74		Acquired 7/26/2012	Removed By dshormann
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Escape from slavery :	five journeys to fre	eedom (Re	moved: 1)		
Author: Rappaport, D	oreen.	LCCN:	90-38170	Published: 1991	
Call Number 973 RAP	Barcode BATM12588	Price \$0.00		Acquired 7/26/2012	Removed By dshormann
Was Available	Weeded				
Foreign oil dependen	ce (Removed: 1)				
Author: James Haley	, book editor.	LCCN:	2003-66264	Published: 2004	
Call Number 333.8 FOR	Barcode BATM80042	Price		Acquired 7/26/2012	Removed By dshormann
Was Available					
The fortunes of Indigo	Skve (Removed: 1	1			
Author: Caletti, Deb.			2007-8744	Published: 2008	
Call Number	Barcode	Price		Acquired	Removed By
FIC Cal Was Available	BATM24149 Weeded	\$13.64	1	7/26/2012	dshormann
The glass café, or, Th	e stripper and the s	state : how	my mother started a w (I	Removed: 1)	
Author: Paulsen, Gar			2002-13582	Published: 2003	
Call Number FIC Pau	Barcode BATM07733	Price \$11.6	1	Acquired 7/26/2012	Removed By dshormann
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The green book (Rem	oved: 1)				
Author: Paton Walsh	, Jill, 1937-	ISBN: 9	78-0-15-307562-9 (pbk.)	Published: 1986	
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Habitats : saving wild	places (Removed:	1)			
Author: Patent, Doro	=	LCCN:	92-28082	Published: 1993	
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Hatchet (Removed: 1)			
Author: Paulsen, Ga	ry.	ISBN: 0-439-192	86-2 Published: 19	
Call Number PB F PAU	Barcode BATR12561	Price	Acquired 7/26/2012	Removed By dshormann
Was Available -	- Weeded			
Healthy cities : impro	ving urban life (Rem	oved: 1)		
Author: Lomberg, Mi	chelle.	LCCN: 2003-11	Published: 20	004
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Hello, America (Remo	oved: 1)			
Author: Jackson, Liv	ia Bitton.	LCCN: 2004-14	495 Published: 20	005
Call Number B Jac	Barcode BATM21679	Price \$17.82	Acquired 7/26/2012	Removed By dshormann
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Hobby (Removed: 1)				
Author: Yolen, Jane.		LCCN: 95-367		
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Jesse Owens : young	record breaker (Re	noved: 3)		
Author: Eboch, M. M	l.	LCCN: 2007-92	24838 Published: 20	800
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Author: Coffey, Eller	·	LCCN: 00-529	99 Published: 20	001
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Author: Scieszka, Jo		LCCN: 2008-16		008
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The lacemaker and the	·	•	D. Hi-h - 4, 2007	
Author: Bradley, Kiml	•	LCCN: 2006-20663	Published: 2007	
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Was Available		Ψ17.77	112012012	donomiami
Leaving Jetty Road (R		1.0011 0005 40440	D. H. H. L. J. 0004	
Author: Burton, Rebe		LCCN: 2005-18140	Published: 2004	
Call Number FIC Bur	Barcode BATM21549	Price \$17.02	Acquired 7/26/2012	Removed By dshormann
Was Available		Ψ17.02	112012012	donomiani
• •	-	nd love after Auschwitz (Re LCCN: 98-8046	emoved: 1) Published: 1999	
Author: Jackson, Livi				Damas and Da
Call Number B Jac	Barcode BATM23787	Price \$9.55	Acquired 7/26/2012	Removed By dshormann
Was Available		ψυ,ου	112012012	20.10.1101111
Philip Hall likes me, I			Dublished 1071	
Author: Greene, Bette		ISBN: 0-439-16828-7	Published: 1974	Damage d Dec
Call Number PB F GRE	Barcode BATR14014	Price	Acquired 7/26/2012	Removed By dshormann
Was Available			1/20/2012	donomidini
Pierre Omidyar : the fo			Dublished, 2007	
Author: Viegas, Jenn		LCCN: 2005-28804	Published: 2007	
Call Number B Omi	Barcode BATM250012	Price \$23.95	Acquired 7/26/2012	Removed By dshormann
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		down and convicts crimina		
Author: Owen, David		LCCN: 2002-512986	Published: 2002	
Call Number 363.25 Owe	Barcode T 225091	Price \$16.96	Acquired 7/26/2012	Removed By dshormann
Was Available		ψ10.30	1120/2012	donomiam
Ribbons (Removed: 1	=	LOON: 05 00400	Published: 1996	
Author: Yep, Laurenc		LCCN: 95-33488		D d D.
Call Number FIC YEP	Barcode BATM06650	Price	Acquired 7/26/2012	Removed By dshormann
Was Available			112012012	donomami
The Schernoff discov	` .	LOON: 00 45000	D., blist - 4, 4007	
Author: Paulsen, Gar		LCCN: 96-45390	Published: 1997	
Call Number FIC PAU	Barcode BATM04676	Price \$15.95	Acquired 7/26/2012	Removed By dshormann
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The secret garden (Re			D. LR. 1 4007	
Author: Burnett, Fran 1924.	ices Hodgson, 1849	•	Published: 1987	

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FIC Bur BATM0673 \$5.99 7/26/2012 dshormann

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The secrets of peaches: a novel (Removed: 1)

Author: Anderson, Jodi Lynn. LCCN: 2007-295240 Published: 2007

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A sending of dragons (Removed: 1)

Author: Yolen, Jane. LCCN: 96-8457 Published: 1997

Call NumberBarcodePriceAcquiredRemoved ByFIC YOLBATM20304\$12.057/26/2012dshormann

Was Available -- Weeded

The seventy wonders of the ancient world : the great monuments and how the (Removed: 1)

Author: edited by Chris Scarre. LCCN: 98-61827 Published: 1999

Call NumberBarcodePriceAcquiredRemoved By930 SevBATM31306\$37.497/26/2012dshormann

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Shakespeare's London (Removed: 1)

Author: Barter, James, 1946- LCCN: 2002-3286 Published: 2003

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 Barcode
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Steve Nash: leader on and off the court (Removed: 1)

Author: Basen, Ryan. LCCN: 2006-31844 Published: 2008

Call NumberBarcodePriceAcquiredRemoved ByB NasBATM31564\$23.957/26/2012dshormann

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Takedown (Removed: 1)

Author: Wallace, Rich. LCCN: 2006-10182 Published: 2006

Call NumberBarcodePriceAcquiredRemoved ByFic WalBATJ11508\$14.997/26/2012dshormann

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Tales from the Brothers Grimm and the Sisters Weird (Removed: 1)

Author: Vande Velde, Vivian, LCCN: 94-26341 Published: 1995

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Tobacco and smoking (Removed: 1)

Author: Karen F. Balkin, book editor. LCCN: 2003-67502 Published: 2005

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The giant rat of Sumatr	a (Removed: 1)			
Author: Thoene, Jake.	•	LCCN: 2006-3882	Published: 200)6
Call Number FIC Tho Was Available \	Barcode BATM24470 Weeded	Price \$13.20	Acquired 6/25/2014	Removed By dshormann
The Jeweled Peacock o	of Persia (Remove	d: 1)		
Author: Thoene, Jake.		LCCN: 2006-6183	Published: 200)6
Call Number FIC Tho	Barcode BATM24480	Price \$13.20	Acquired 6/25/2014	Removed By dshormann
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The mystery of the yell	ow hands (Remov	red: 1)		
Author: Thoene, Jake.		LCCN: 2006-2054	Published: 200)6
Call Number FIC Tho Was Available \	Barcode BATM24497 Weeded	Price \$13.20	Acquired 6/25/2014	Removed By dshormann
The thundering underg	round (Removed:	2)		
Author: Thoene, Jake.		LCCN: 2006-7814	Published: 200)6
Call Number	Barcode BATM24533	Price \$13.20	Acquired 6/25/2014	Removed By dshormann
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House of cards. (Removed: 1)			_
Author: David, Peter (Peter Al	•	Published: 199	
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Into the void (Removed: 1) Author: David, Peter (Peter Al	len) ISBN: 0-671-01396-3	Published: 199	7
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Pathways : a novel (Removed	: 1)		
Author: Taylor, Jeri.	LCCN: 98-216188	Published: 199	8
Call Number Bard		Acquired	Removed By
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Renaissance (Removed: 1)	(am) 1 00N; 0000 EEE44	D. J. Hattar J. 200	0
Author: David, Peter (Peter Al	,		
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The star ghost (Removed: 1)			
Author: Strickland, Brad.	LCCN: 94-155403	Published: 199	4
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The two-front war (Removed:	1)		
Author: David, Peter (Peter Al	len) ISBN: 0-671-01397-1	Published: 199	7
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The beekeepers: how humans changed the world of bumble bees (Removed: 1)

Author: Church, Dana L.

LCCN: 2019-54410

Published: 2021

Call Number 595.79 Chu

Barcode BATM53336 Price \$18.99

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Elite wrestling: moves for success on and beyond the mat (Removed: 1)

Author: Ryan, Thomas (Thomas S.)

LCCN: 2006-24934

Published: 2007

Call Number 796.812 Rya

Barcode BATM23259 Price \$16.11 Acquired 7/26/2012 Removed By dshormann

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The light of days: the untold story of women resistance fighters in Hitle (Removed: 1)

Author: Batalion, Judith.

ISBN: 978-0-06-303769-4

Published: 2020

Call Number 940.53 Bat

Barcode BATM60108 Price \$17.99 Acquired 5/25/2021 Removed By dshormann

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Crush (Removed: 1)

Author: Chmakova, Svetlana, 1979-

LCCN: 2018-948318

Published: 2018

Call Number 741.5 Chm

Barcode BATM16380 Price \$11.00 Acquired 5/1/2019 Removed By dshormann

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I am a star: child of the Holocaust. (Removed: 1)

Author: Auerbacher, Inge.

Published: 1993

Call Number **BAUE**

Barcode BATM06663 Price \$0.00 Acquired 7/26/2012 Removed By dshormann

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Garfield fat cat 3-pack (Removed: 1)

Author: Davis, Jim, 1945 July 28-

LCCN: 2003-105484

Published: 2003

Call Number 741.5 Day

Barcode BATM15535 Price \$14.95 Acquired 9/2/2016 Removed By dshormann

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Wtf (Removed: 1)

Author: Lerangis, Peter.

LCCN: 2009-1210

Published: 2009

Call Number FIC Ler

Barcode BATM50956 Price \$13.21 Acquired 7/26/2012 Removed By dshormann

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The leak (Removed: 1)

Author: Petty, Kate Reed.

LCCN: 2020-911196

Published: 2021

Call Number 741.5 Pet Barcode BATM60109 Price \$22.99 Acquired 5/25/2021

Removed By dshormann

Was Available -- Weeded

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Amulet. Book one, The stonekeeper (Removed: 1)

Author: Kibuishi, Kazu, 1978-

ISBN: 978-0-439-84680-6 (trade) Pub

Published: 2008

Call Number 741.5 Kib Barcode BATM25185 Price \$15.05 Acquired 7/26/2012

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Disney's animal stories (Removed: 1)

Author: Heller, Sarah E.

LCCN: 99-64154

Published: 2000

Call Number E Dis Barcode BATM16441 Price \$15.99 Acquired 9/5/2019

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ASPCA complete cat care manual (Removed: 1)

Author: Edney, A. T. B.

LCCN: 92-52783

Published: 1992

Call Number 636.8 EDN Barcode BATM02952 Price \$24.95 Acquired 7/26/2012

Removed By dshormann

Was Available -- Weeded

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Master builder junior: Minecraft secrets for young 'crafters (Removed: 1)

Author: Talley, Trevor.

ISBN: 978-1-62937-231-0

Published: 2016

Call Number 793.93 Tal Barcode BATM52953 Price \$12.81 Acquired 2/2/2018

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June 29,2022

Scott,

Batavia City Schools

Susan Presher, Nutritional Services Manager 80 Union State Street, Batavia, N.Y. 14020 Phone: (585) 343-2480 Ext. 1007

Fax: (585) 344-8607



This memo is requesting the removal of surplus equipment from the High School cafeteria.

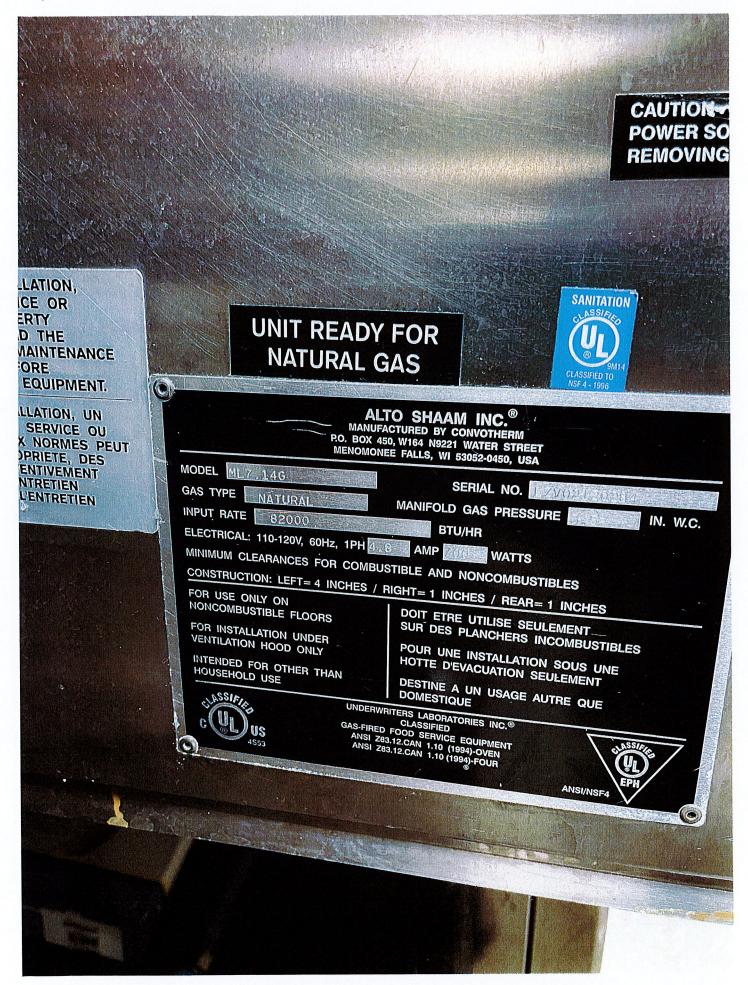
There is an Alto-Shaam Convotherm oven in the Kitchen and it can be scrapped. It is no longer in working condition.

The Model number: ML7.14G Serial Number: L ZV02120284

Thank you very much.

Sincerely, Susan & Conor







Batavia City Schools

Susan Presher, Nutritional Services Manager 80 Union State Street, Batavia, N.Y. 14020 Phone: (585) 343-2480 Ext. 1007 Fax: (585) 344-8607

7/7/2022 BOE

June 29,2022

Scott,

This memo is requesting the removal of surplus equipment from the John Kennedy School cafeteria.

This is a manual tilt skillet. We will be taking this piece of equipment out of the kitchen. This piece of equipment can be auctioned.

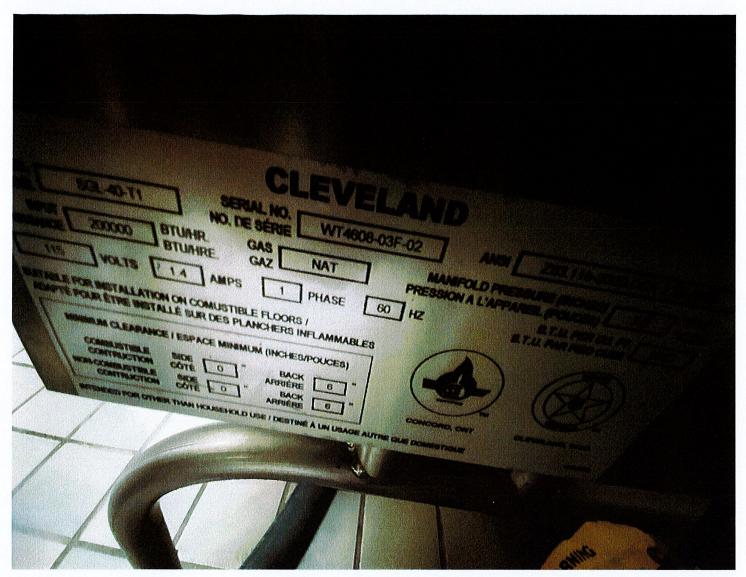
Model Manufacturer: Cleveland

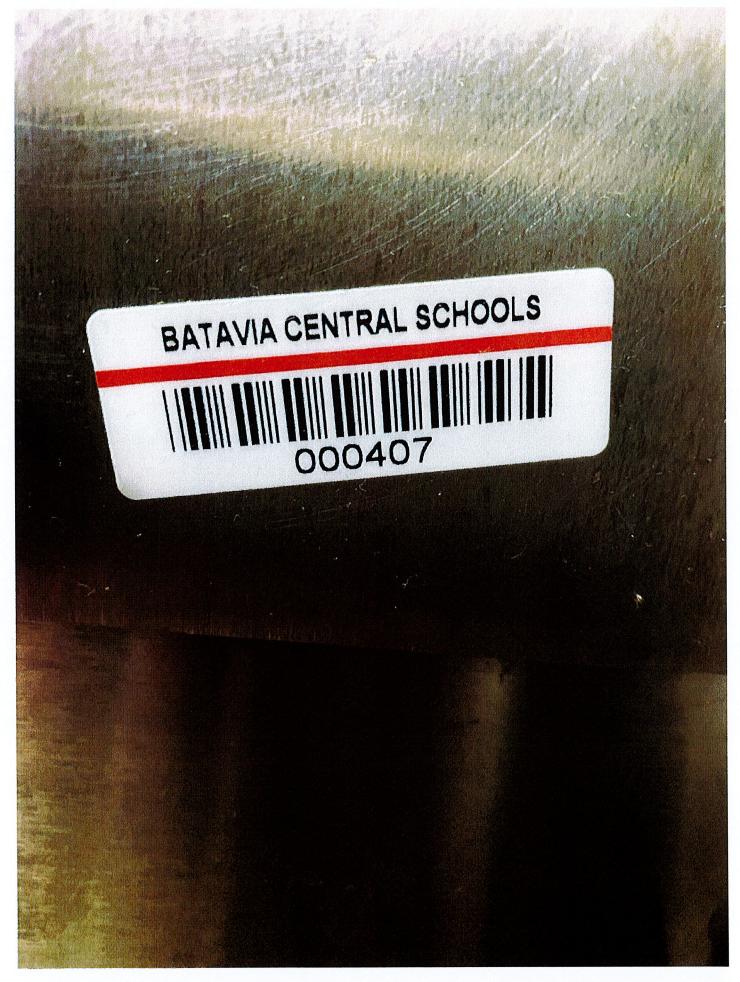
Model Number: SGL-40-T1 Serial Number: WT4608-03F-02

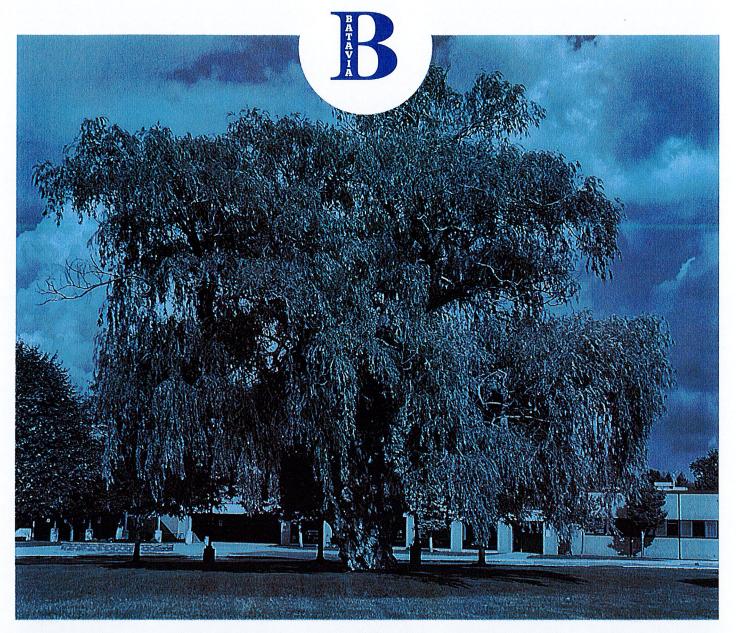
District Equipment ID number 000407

Thank you very much.

Sincerely, Susan & Conor













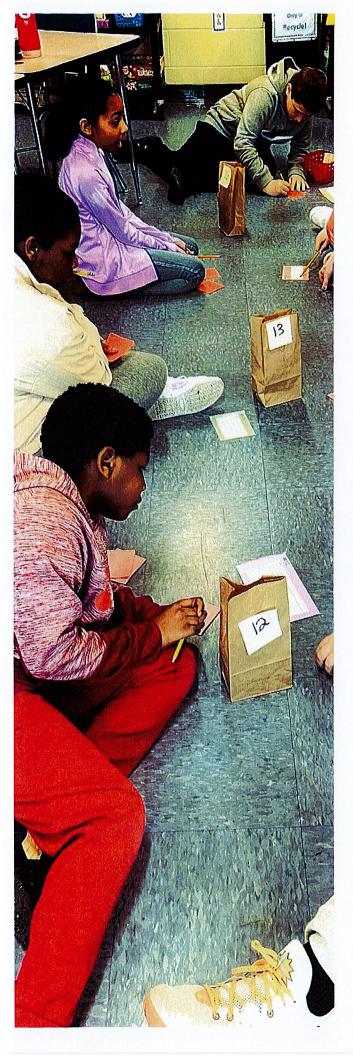




BATAVIA CITY SCHOOL DISTRICT STRATEGIC PLAN

www.bataviacsd.org/page/strategic

June 2022



Student success in every classroom, everyday!

Dear Batavia City School District Community:

In January 2021, the Batavia City School District began the process of developing a new districtwide strategic plan—a roadmap towards achieving our educational goals for all of our BCSD students for years to come.

Together over 18 months, our administration and more than 100 teachers, staff, parents, students, and community members collaborated to create this strategic plan. The process included:

Phase One:

We focused on gathering information and highlighting what was working well in our schools as well as our current reality. We used a storytelling process where our participants shared when BCSD and our schools "did right" by a student. This allowed us to collectively determine our common strengths that will shape our work and culture moving forward.

Phase Two:

We took those strengths and key areas of focus and turned them into goals. Those goals turned into action plans to guide our work.

Phase Three:

We refined our action plans to include checkpoints and ways to measure our success.

What's Next:

Now that our Strategic Plan is in place, it's time to get to work!

Throughout the rest of this report we'll guide you through BCSD's Mission, Vision, and Core Beliefs, which served as the foundation of our plan.

From there, you can read about our team's shared goals we're aiming to achieve with the help of our Strategic Plan.

Then, we lay out step-by-step what we'll do to achieve each goal, including key strategies, actions, timelines and benchmarks to measure our success.

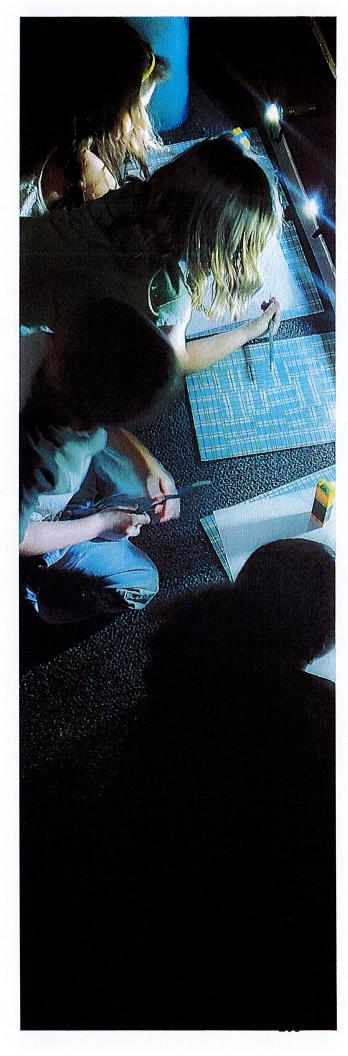
While we've developed this plan to cover a five year period from 2022-2027, we're constantly reviewing and refining our approach to help us achieve success for our students for decades to come.

We would like to personally thank everyone who helped contribute to this plan and get our strategic vision off the ground. We have a lot of work ahead of us, but we're confident that the stellar BCSD team is up for the challenge.

Onward!

Sincerely,

Executive Director of Curriculum and Instruction, Batavia City School District



OUR MISSION (Who we are today):

The Batavia City School District is committed to empowering students to achieve their maximum potential, while becoming socially responsible citizens.

OUR VISION (Who we want to be tomorrow):

The Batavia City School District, in partnership with our Batavia community, will provide a safe and nurturing environment to develop students with high moral character who are able to successfully meet life's challenges.

OUR CORE BELIEFS

Our Faculty/Staff Will:

- Create a safe, relevant and engaging learning environment that motivates students to learn while promoting proper health and wellness.
- Commit to continuous improvement and life-long learning
- Use knowledge of each child's vary life experiences, learning styles, abilities and interests to maximize learning.

Our Students Will:

- · Contribute to creating a safe and respectful environment
- · Put forth their best effort
- Be independent learners and competent problem-solvers who seek help when needed

Our Families Will:

- · Make education a priority in the household
- Support the school in promoting a good work ethic and personal responsibility, as well as encouraging health and wellness.
- Provide the necessary time, space, and supplies at home for homework and studies to be completed

Our Community Will:

- · Work with the schools to provide authentic experiences to BCSD students
- Collaborate with the schools to provide opportunities within and outside the school day
- · Communicate real-world expectations for those in the workforce

OUR GOALS FOR THE BATAVIA CITY SCHOOL DISTRICT

SAFE & ORDERLY SCHOOL ENVIRONMENT

Create and maintain a safe and orderly school environment where all students, staff, families and community members feel welcomed, valued, and empowered to achieve their maximum potential.

2

COLLABORATIVE CULTURE

Articulate, promote, and ensure a collaborative school culture that impacts the well-being of each school across a diverse population of students, staff, families and community.

3

CLEAR AND ACCESSIBLE CURRICULUM

Create, review, and revise grade level curriculum to ensure a clear, systematic, and accessible education for all students.

4

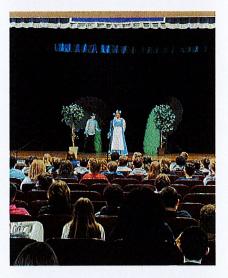
EFFECTIVE TEACHING IN EVERY CLASSROOM

Learn, practice,
implement, and reflect
upon models of effective
instruction and
evidence-based teaching
practices as a means of
improving learning for
all students.











"From the moment I stepped foot into the Batavia Middle School I knew that every individual cared about the success of our students."

-BCSD Teacher

SAFE & ORDERLY ENVIRONMENT

<u>Create</u> a safe and orderly school environment where all students, staff, families, and community members feel welcomed, valued, empowered to achieve their maximum potential.

STRATEGY ONE: TIMELINE

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2022-23	2023-24	2024-25	2025-26	2026-27

ACTIONS

Convene a district-level planning team of diverse stakeholders to lead the work toward a safe and orderly school environment.

August 2022

- Prioritize, study, and learn about best practices for creating a safe and orderly school environment:
 - A Framework for Safe and Successful Schools
 - SEL. A Guide to Systemic Whole School Implementation
 - NYSED DEI: A Call to Action and CR-SE Brief 5: The Four Principals of CR-S
 - NYSED Equity Self-Reflection

By May 2023

Review district materials to identify key concepts of safe and orderly school environments based on BCSD values including Mission/Vision statements, Code of Conduct, Grading Policies and Expectations, Multi-Tiered System of Supports (MTSS) documents, Counseling Plan.

By January 2023

Develop a categorized resource for each school to use when developing goals and building a plan for safe and orderly school environments. Engage in a collaborative review of draft plans.

By May 2024

KEY BENCHMARKS

- Develop a list of team members and dates to meet
- Create a graphic organizer highlighting key concepts from district materials
- Maintain a list of best practices that BCSD values
- Plan for infusing best practices into school goals

SAFE & ORDERLY ENVIRONMENT

<u>Maintain</u> a safe and orderly school environment where all students, staff, families, and community members feel welcomed, valued, empowered to achieve their maximum potential.

STRATEGY TWO: TIMELINE

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2022-23	2023-24	2024-25	2025-26	2026-27

ACTIONS

- Communicate implementation plan across all stakeholder groups (i.e. staff, students, community).
- Design a process for systematic progress checks multiple times throughout annual implementation.

Timing TBD

Timing TBD

- Refine implementation plan based on progress checks.
- Produce a self-reflection and efficacy report detailing successes, barriers, and an action plan to overcome barriers.

Timing TBD

Timing TBD

KEY BENCHMARKS

- · Plan for communication across all groups
- · Develop a schedule for progress checks
- Create efficacy report. Ask the question: How are buildings in the district doing?







"My son has the most patient teachers.
They have helped him reach his goals and have kept me updated every time I ask.
Thank you, you rock!"

-BCSD Parent

COLLABORATIVE CULTURE

<u>Create</u> a collaborative school culture that impacts the well-being of each school across a diverse population of students, staff, families and community.

STRATEGY ONE: TIMELINE

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2022-23	2023-24	2024-25	2025-26	2026-27

ACTIONS

Convene a district-level planning team of diverse stakeholders to lead the work to improve our collaborative culture using communication methods and Professional Learning Communities (PLCs).

By September 2022

Prioritize time to analyze key areas identified by the survey.

By May 2023

2 Survey stakeholders and identify key areas where collaboration could be improved.

By January 2023

Develop a plan, including timing and goals, for ensuring a collaborative culture.

By September 2023

KEY BENCHMARKS

- · Thorough analysis of survey data
- Development of district and building-specific Professional Learning Communities which include structure, timing, and goals



COLLABORATIVE CULTURE

<u>Maintain</u> a collaborative school culture that impacts the well-being of each school across a diverse population of students, staff, families and community.

STRATEGY TWO: TIMELINE

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2022-23	2023-24	2024-25	2025-26	2026-27

ACTIONS

- Communicate the implementation plan across all stakeholder groups including staff, students, and the community.
- Design a process for systematic progress evaluation which includes multiple check-ins throughout the year.

By September 2023

By September 2023

- Refine implementation plan based on progress checks.
- Produce a self-reflection and efficacy report detailing successes, barriers, and an action plan to overcome barriers.

By September 2024

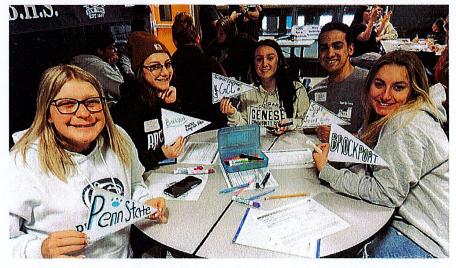
Annually starting in 2024-25

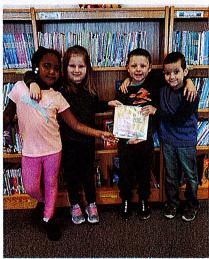
KEY BENCHMARKS

- · Plan for communication across all groups
- Develop a schedule for progress checks
- Create efficacy report. Ask the question: How are buildings in the district doing?



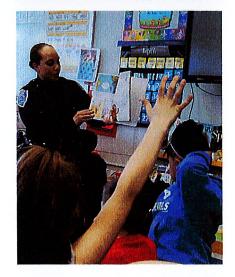






"For many years I have been a teacher chaperone for the Senior Make A Difference Day activities. The most amazing observation I made was the genuine care and empathy that came from all of our students while working with everyone on those days."

-BCSD Teacher





CLEAR AND ACCESSIBLE CURRICULUM

Document and begin reviewing grade level curriculum to ensure a clear, systematic, and accessible education for all students.

STRATEGY ONE: TIMELINE

YEAR 1			YEAR 4	YEAR 5	
2022-23			2025-26	2026-27	

ACTIONS

- Grade level/content area teams come together to review the roadmap for instruction and curriculum.
- Grade level/content area teams review and document curriculum used. Grade level and departments will work with the Executive Director of Curriculum and Instruction and BCSD's Communication Specialist to create a website for the entire district to have access to curriculum materials including:
 - · Curriculum Maps—Year at a Glance
 - Unit Plans and Assessments
 - · Curriculum Materials
 - Parent Resources

Timing TBD

Timing TBD

- Grade level/content areas teams begin to list areas for improvement baed on the documentation from Action 2.
- District committee teams develop district projects (i.e. common vocabulary) to unify transition between grade levels and schools

Timing TBD

Timing TBD

- · Gather documents including:
 - Updated Grade Level Expectations
 - Updated Year at a Glance
 - Unit Plans and Assessments
- · Creation of district web page for teachers and parents
- · Review of fall/winter/spring documents

CLEAR AND ACCESSIBLE CURRICULUM

Audit and prioritize revisions needed to grade level curriculum to ensure a clear, systematic, and accessible education for all students.

STRATEGY TWO: TIMELINE

YEAR 1	YEAR 2	12/11/0		YEAR 5
2022-23	2023-24			2026-27

ACTIONS

- Grade level/content area teams and special area teachers come together to select areas that need revision utilizing BCSD's Auditing Process
- Grade level/content areas and schools review curriculum using a series of needs:
 - Need to reprioritize standards
 - · Need to balance types of assessments utilized
 - Need to infuse instructional practices selected in goal area 4
 - · Need to infuse SEL/DEI perspectives
 - Need to identify new core resource as part of BCSD's textbook adoption process

Timing TBD

Timing TBD

- Teachers will meet to vertically align key content (STEAM, technology, core content, etc.) and document strategies to teach and remediate.
- Multi-Tiered System of Supports (MTSS) processes are followed to ensure Tier I, II, and III supports for all students.

Timing TBD

Timing TBD

- · Auditing form completed each year by grade level/department
- · Needs identified in curriculum proposal
- · Textbook adoption process begins as needed
- · Vertical alignment documents created
- MTSS process docuemnted at each school



CLEAR AND ACCESSIBLE CURRICULUM

Create and/or revise grade level curriculum to ensure a clear, systematic, and accessible education for all students.

STRATEGY THREE: TIMELINE

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
2022-23	2023-24	2024-25	2025-26	2026-27	

ACTIONS

- Develop a summer curriculum project to reflect needs identified in Strategy Two:
 - · Need to reprioritize standards
 - Need to balance types of assessments utilized
 - Need to infuse instructional practices selected in goal area 4
 - Need to infuse SEL/DEI perspectives
 - Need to identify new core resource as part of BCSD's textbook adoption process

Timing TBD

Teachers will meet to vertically align key content (STEAM, technology, core content, etc.) and document strategies to teach and remediate.

Timing TBD

Grade levels and departments propose a summer curriculum project to revise selected area/unit and/or professional development when using a new curriculum resource.

Timing TBD

Multi-Tiered System of Supports (MTSS) processes are followed to ensure Tier I, II, and III supports for all students.

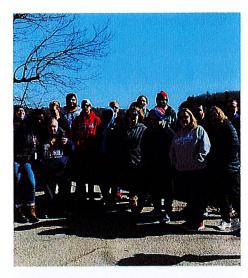
Timing TBD

- Update documents during revision process:
- Updated Grade Level Expectation
- Updated Year at a Glance
- Unit Plans and Assessments
- · Turnkey revisions to grade level/department
- Schedule professional development opportunities as needed

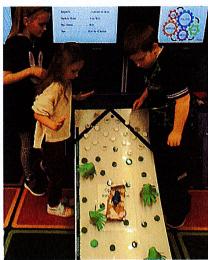
"I am so impressed with how hard my students try, how much effort they give, and how determined they are to learn and grow.

They are respectful and responsible, view mistakes as lessons to help them grow, and are part of a very amazing team. I am proud of them and am grateful that I am their teacher."

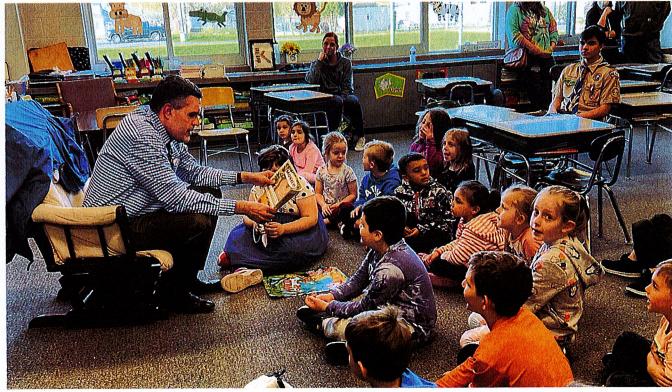
-BCSD Teacher











EFFECTIVE TEACHING IN EVERY CLASSROOM

Study and select a common repertoire of highly effective instructional practices with a focus on diversity, equity, and inclusion to partner with all faculty.

STRATEGY ONE: TIMELINE

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2022-23	2023-24	2024-25	2025-26	2026-27

ACTIONS

- Engage in a process to create consensus to articulate "what is effective teaching and learning?"
- Instructional Leadership Team (ILT) will explore various models of effective instruction.

- Evaluate the various models of effective instruction through districtwide lenses:
 - the consensus "picture of effective teaching and learning"
 - the current district philosophy regarding teaching and learning effectiveness evidence
 - practicality and sustainability of implementation

Rank-order the models of effective instruction, considering classroom implementation based on the team's evaluation of the models.

- Share and implement a list of district-wide set of research-based, highly-effective practices to introduce and pilot at each school.
- Infuse practices into written curriculum.

- Develop list of highly-effective instructional practices
- · ILT identification and alignment of practices by subject and grade level
- Evaluation survey
- Track how practices are infused into curriculum
- PD Packs for each instructional strategy—reading; videos; models; templates

EFFECTIVE TEACHING IN EVERY CLASSROOM

Practice selected models of effective instruction and instructional practices.

STRATEGY TWO: TIMELINE

YEAR 1			YEAR 4	YEAR 5	
2022-23			2025-26	2026-27	

ACTIONS

- Present chosen models of effective instruction to small group of practice phase participants, and discuss what makes each instructional model effective.
- Create a schedule for each practice phase by model. Each plan should include multiple opportunities for practice and a debrief session for participants in between each practice cycle.

- Implement the plan for the practice phase.
- Review the debriefing information regard all of the practice phases and rank-order the models in terms of the most effective to the lease effective.

Select the model of effective instruction for the district implementation phase.

- · Identification and alignment of practices by subject and grade level
- Professional Development Calendar
- Determine the number/percentage of teachers using effective practices
- Grade level/department reflection exit ticket
- Professional development exit survey
- · Walk/through observations

EFFECTIVE TEACHING IN EVERY CLASSROOM

Implement selected models of effective instruction and instructional practices

STRATEGY THREE: TIMELINE

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2022-23	2023-24	2024-25	2025-26	2026-27

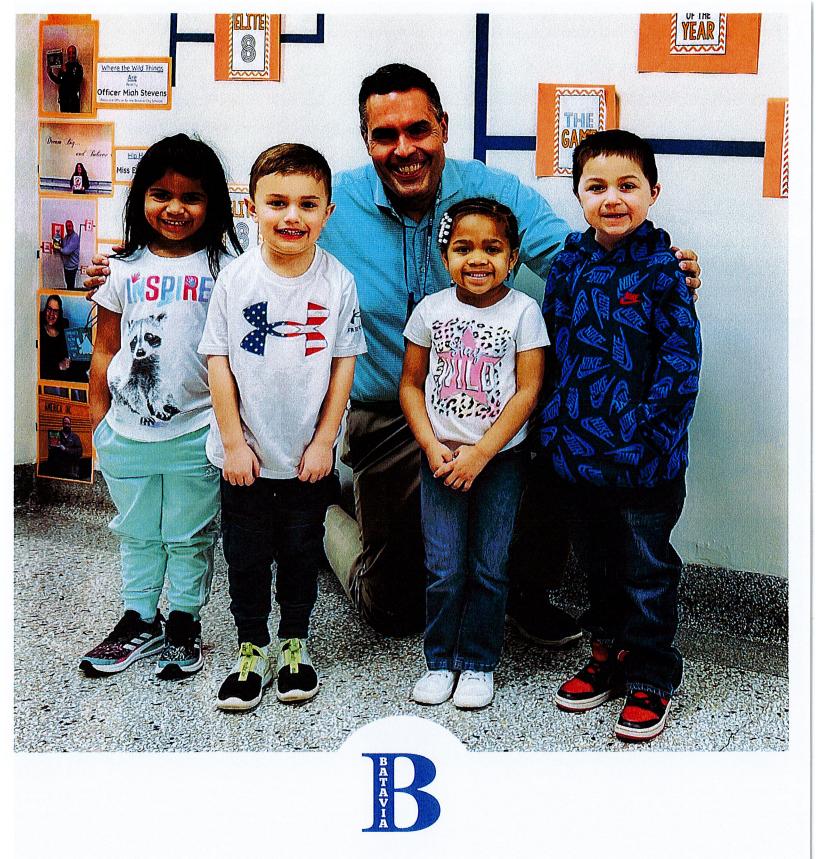
ACTIONS

- Present chosen models of effective instruction to be implemented to district staff (use small groups from Practice Phases to present)
- 2 Implement district presented model(s) of effective instruction

- Employ team structures and processes for continual and differentiated refinement of effective model(s) of instruction (i.e. Plan, Do, Study, Act Process, Teaching Sprints).
- Collect and analyze date (i.e. observation data, teacher artifacts, student work, formative and summative assessment results) within and across schools for the purposes of refinement of practice.

Evaluate data collected and analyzed as a means for measuring effectiveness and charting of next steps.

- Teacher Collective Efficacy Survey
- Building leaders to create a plan to allow teachers to observe others (previously called "Learning Walks" at the Middle School)



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JUNE 2022

RESOLUTION APPROVING INTERMUNICIPAL AGREEMENT FOR SRO SERVICES

At a Regular Meeting of the Board of Education (the "Board") of the Batavia City School District (the "School District"), held on , 2022.

WHEREAS, Article 5-G of the New York State General Municipal Law provides the authority for the School District and City of Batavia (the "City") to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the Board of Education of the School District has determined that an effective and efficient method to protect the safety of School District students, staff and property is an intermunicipal agreement with the City to obtain School Resource Officer ("SRO") services commencing September 1, 2022 and expiring June 30, 2025; and

WHEREAS, the Board of Education has had the opportunity to review the proposed agreement;

NOW, THEREFORE, the Board of Education of the School District resolves as follows:

- 1. The Board of Education hereby approves the intermunicipal agreement between the School District and City for SRO services commencing September 1, 2022 and expiring June 30, 2025.
- 2. The Board authorizes the Superintendent to execute the intermunicipal agreement in the form approved by legal counsel.
- 3. This Resolution shall take effect immediately.

Date: , 2022	
-	District Clerk
	Batavia City School District



School-Based Planning & Shared Decision Making Plan

Contents

Batavia City School District Mission and Vision Statements	2
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Batavia City School District Mission and Vision Statements

MISSION:

The Batavia City School District is committed to empowering students to achieve their maximum potential, while becoming socially responsible citizens.

VISION:

The Batavia City School District, in partnership with the Batavia community, will provide a safe and nurturing environment to develop students with high moral character who are able to successfully meet life's challenges.

OUR CORE BELIEFS

Faculty/Staff will:

- Create a safe, relevant and engaging learning environment that motivates students to learn while promoting proper health and wellness
- Commit to continuous improvement and life-long learning
- Use knowledge of each child's varying life experiences, learning styles, abilities and interests to maximize learning

Students will:

- Contribute to creating a safe, respectful environment
- Put forth their best effort
- Be independent learners and competent problem-solvers who seek help when needed

Families will:

- Make education a priority in the household
- Support the school in promoting a good work ethic and personal responsibility, as well as encouraging health and wellness
- Provide the necessary time, space, and supplies at home for homework and studies to be completed

The Community will:

- Work with the schools to provide authentic experiences for Batavia students
- Collaborate with the schools to provide opportunities within and outside the school day
- Communicate real-world expectations for future workers

Introduction

The purpose of this document is to outline the means by which all the stakeholders of the Batavia school community will have an opportunity to purposefully and effectively participate in implementing meaningful school-based planning and shared decision making. It is through our united efforts that the Batavia City School District will continue to provide a world-class education for all of our students.

Educational Issues

The team proposes the following issues to be those subject to cooperative planning and shared decision making:

- 1. Safe and Orderly School Environment
- 2. Collaborative Culture
- 3. Clear and Accessible Curriculum
- 4. Effective Teaching in Every Classroom

These issues are not considered to be all inclusive. As issues arise that are deemed to influence student achievement, they may be considered by the building level team(s). Such other issues, if they are to be pursued by the building level teams, are to be referred to the District Team for its approval.

Involvement of all Parties

District Team:

Comprised of the primary, intermediate, middle and high school teams including the Superintendent. All team members shall be equal voting members of the team. No individual shall possess controlling influence in the decisions of the group. It is anticipated that meetings will be held at least two times per school year (January and June). Times established for the meetings shall be such that all members have equal opportunity to attend.

School Level Teams:

The Building Level Teams may implement any decisions which do not impact the other buildings and do not require the expenditure of more funds than are available to the building nor conflict with the Board of Education's policies, contracts, statute or Commissioner's Regulations. It is anticipated that meetings will be held monthly from September through May with one scheduled day in the summer.

The building level team will:

- 1. Collect and analyze data
- 2. Identify areas of strengths and areas of concern
- 3. Set building level goals
- 4. Establish action plans for improvement
- 5. Design and conduct evaluation procedures for the SDM team

School Team Membership:

School teams will be optimally configured at or above the following:

School	Administration	Teachers	Support Staff	Parents	Students
Jackson	2	4	2	2	0
Primary					
John Kennedy Intermediate	2	4	2	2	2
Batavia Middle School	3	5	2	2	2
Batavia High School	3	5	2	2	2

^{*}Optional at discretion of the team:

- 1. Community members
- 2. Students

Team Membership Selection:

The school principal will facilitate the selection of members for the building committee by contacting the various associations representing the stakeholders to collaboratively appoint and/or interested members.

Term of Membership:

Members will serve two-year terms running from July 1 – June 30. The length of terms of initial teams will be staggered to allow for gradual rotation of membership. New team members will be invited to attend June team meetings for the purpose of orientation.

Time Commitments and Compensation:

Members will be compensated at the BTA contractual rate to attend planned meetings with their school team.

Training for Members:

School team will evaluate team progress annually and will anchor in as needed on:

- Consensus
- Norms for Collaboration
- Courageous Conversations

Accountability for Decisions

The Building Team will bear responsibility for its decisions. Building Teams should actively seek to involve those affected by their decisions. Every consensus decision made by the District or Building Team is the decision of the whole team. Every member of the team is expected to fully and unequivocally support the decisions of the team, even if that decision is not the first choice of the team member. Once a consensus decision is made by the team, an individual member is expected to explain the decision and its implications in a positive manner and exert every effort to implement the decision. While accountability for school and District based decisions must be equally shared by all representative groups, the Board of Education has the ultimate legal responsibility for District decisions.

For Implementation of Decisions:

- Each council must decide how its decisions will be carried out and designate a person/group to implement the decision.
- Decisions made by each council will be captured in the minutes of the final meeting of the school year. These decisions will be placed on the agenda of the respective council for review the following year. The purpose of the review will be to evaluate implementation of the prior year's decisions. Review of decisions will be completed by the final council meeting.

Dispute Resolution

A dispute will have occurred when a team cannot reach a decision in a timely manner by consensus. If a dispute arises, Building Teams may use one of the following options for the resolution of that dispute:

- a) The team may decide by consensus to have a decision made by a majority vote, recognizing the existence of dissenting views.
- b) The team may refer the matter to the District Committee for resolution.

Means and Standards to Evaluate Improvement of Student Achievement

Improvement of student achievement shall be evaluated through analysis of results on instruments such as:

- 1. Locally created assessments
- 2. Final course results
- 3. Standardized test scores
- 4. State test scores
- 5. Student portfolios
- 6. Retention rate
- 7. Participation in co-curricular activities
- 8. Student further education rate
- 9. Employment rate
- 10. Drop-out rate
- 11. Surveys of graduates

Standards:

Building Teams will be responsible for the evaluation of student performance in accordance with State standards and the mission/vision statement.

Every effort will be made through constant monitoring to maintain the current levels of excellence in student achievement and to improve any areas of weakness.

Compliance with State & Federal Requirements for Parent Involvement

The District will comply with all the Federal and State requirements for parental involvement. The coordination of activities for parental involvement in decision-making and planning of programs with State and Federal funds including, but not limited to, Chapter 1 and Special Education, will be carried out as follows:

- The Executive Director of Curriculum and Instruction will coordinate parental involvement in Chapter 1 through the continuation of building-level Chapter 1 parent committees.
- The Executive Director of Curriculum and Instruction and Instruction will coordinate parental involvement in any State or Federal program (which requires parental involvement) that is implemented in the future.
- The Director of Special Education and Student Services will coordinate parental involvement in Special Education through the Parent Teacher Council's Special Education Committees, CHILD, and the District's Committee on Special Education.

Changes to the Plan

Any alterations, additions or deletions to this plan are to be proposed by the District Level Team and are subject to approval by the Batavia City School District Board of Education.

Shared Decision Making Team Assessment	
Building:	Date:

This assessment is intended as a tool and can be completed any time during the year to reflect on your teams functioning, progress and/or success. We encourage you to use this tool in May/June. Rate each item as a strong (5) or weak (1) area for your team. You may complete this assessment individually and then discuss your answers as a TEAM.

		5	4	3	2	1
1.	Our SDM Team has established a process ensuring that our School Improvement Plan is focused on strengthening student achievement and character development/wellness.					
2.	Operational Principles guide our meetings.	Total Company	Na we to a stance	713334U-0330EE88	Mary Mary Com	
3.	Our team has agreed on procedures for holding efficient and effective meetings.					
4.	All SDM members have equal opportunities to share creative, innovative ideas.					
5.	Each member of our team takes responsibility for doing his/her fair share of work.					
6.	We communicate SDM plans and progress with all stakeholder groups.					
7.	We collaborate with the entire school community to meet our SDM goals/plans.					
8.	We celebrate and publicize our SDM success.					
						4
9	Our team is most proud of:					
10.	One way that we could improve:					

7330 1 of 5

Students

SUBJECT: SEARCHES AND INTERROGATIONS OUESTIONING OF STUDENTS

A student may be searched and prohibited items seized on school grounds or in a school building by an authorized District official only when he or she has reasonable suspicion to believe the student has engaged in or is engaging in activity which is in violation of the law and/or the rules of the school (for examplei.e., the District Code of Conduct or Board of Education policies). Determining tThe reasonableness of any search involves a twofold inquiry prior to conducting such search: 1) School officials must first determine whether tThe action taken by District officials must be was justified at its inception, and 2) determine whether the search, as actually conducted, wasmust be reasonably related in scope to the circumstances which justified the interference in the first place.

Factors to be considered in determining whether reasonable suspicion exists to search a student include:

- a) The age of the student;
- b) The student's school record and past history;
- c) The predominance and seriousness of the problem in the school where the search is directed;
- d) The probative value and reliability of the information used as a justification for the search;
- e) The school official's prior knowledge of and experience with the student; and
- f) The urgency to conduct the search without delay.

If reasonable suspicion exists to believe that a student has violated or is violating the law and/or school rules, it is permissible for an authorized school official to search that student's outer clothing, pockets, or property. The search may include, but is not limited to, the student's outer clothing such as a jacket or coat, pockets, backpack, and/or purse. Whenever possible, searches will be conducted by a staff member of the same sex as the student and another staff member will be present as a witness.

Strip Searches

A strip search is a search that requires a student to remove any or all of his or her clothing, other than an outer coat or jacket. Strip searches are intrusive in nature and are almost never justified. If school officials have highly credible evidence that such a search would prevent danger or yield evidence, such a search may be conducted under exigent circumstances. In the alternative, if school authorities believe there is an emergency situation that could threaten the safety of others, the student will, to the extent practicable, be isolated and secured. Police and parents will be contacted immediately. In general, the Board prohibits District staff from conducting strip searches of students. If a school official believes that an emergency situation exists that could threaten the safety of a student or others, the school official should immediately contact appropriate law enforcement officials for assistance.

Students

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)

Scope of Search

School officials are authorized to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will produce evidence that the student has violated or is violating the law and/or the *Code of Conduct*.

School officials, whenever possible, will seek the least intrusive means to conduct a search to safeguard the privacy interests of students in their person and property.

Searches and Seizure of School Property

Student desks, lockers, textbooks, computers and other school-provided/school-owned electronic devices and resources (including but not limited to physical and cloud-based storage systems and email and other messaging systems), and other materials, supplies or storage spaces loaned by the school to students remain the property of the school, and may be opened and inspected by school employees at any time without prior notice and without their consent. The purpose of these searches, when they occur, is to ensure the safety of students, faculty, and staff, enhance school security and prevent disruptions of the learning environment. Students have no reasonable expectation of privacy with respect to school property; and school officials retain complete control over such property. However, a student's personal belongings contained within a locker, desk, etc. are subject to the reasonable suspicion standard for searches by an authorized school official.

Parent/Guardian Notification

The student's parent or guardian will be notified if a student was searched and nothing was found, and/ or if any illegal, prohibited, or dangerous articles or materials are found in the student's locker, vehicle, or other property or possessions, or on the student's person, as a result of a search conducted in accordance with this policy.

Documentation of Searches

The designated school official conducting the search will be responsible for the custody, control and disposition of any illegal, prohibited or dangerous items taken from the student. The school official or his or her designee must clearly label each item taken from the student and retain control of the item(s) until the item(s) is turned over to the police or secured by alternate means.

This school official will also be responsible for promptly documenting information about the search including, but not limited to, the reasons for the search, the purpose of the search, the type and scope of the search, and the results of the search.

Students

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)

Questioning of Students by School Officials

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

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

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

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

Law Enforcement Officials

A cooperative effort will be maintained between the school administration and law enforcement agencies. Law enforcement officials may be summoned in order to conduct an investigation of alleged criminal conduct on school premises or during a school sponsored activity, or to maintain the educational environment. They may also be summoned for the purpose of maintaining or restoring order when the presence of officers is necessary to prevent injury to persons or property.

Administrators have the responsibility and the authority to determine when the assistance of law enforcement officers is necessary within their respective jurisdictions.

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Students

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)

School Resource Officers

The Districts may utilizes School Resource Officers (SROs), law enforcement officers who work within the school building. There are different types of SROs: those employed by the District and those employed by local law enforcement. SROs, acting in their capacity as law enforcement, are held to a different search standard than District staff. Searches by law enforcement SROs must be justified by probable cause, not the District's standard of reasonable suspicion. District staff need to clearly establish who is initiating and conducting a search, the District or law enforcement, and that the appropriate standard for the search has been met.

Dissemination of Information

Copies of this Regulation will be distributed to students when they enroll in school, and will be included in the District Code of Conduct available to students and parents at the beginning of each school year.

Searches and Questioning Interrogation of Students by Law Enforcement Officials

District Officials are committed to cooperating with Police and other Law Enforcement Authorities to maintain a safe school environment. However, law enforcement officials have limited authority to interview or search students in school or at a school function, or to use school facilities in connection with police work. Law enforcement authorities may enter school property or a school function to questions or search a student, or to conduct a formal investigation involving students only if they have: (a) a search warrant or an arrest warrant for the student; or (b) probable cause to believe a crime has been committed on school property, at a school function or event, or during travel to and from school.

Generally, police authorities may only interview students on school premises without the permission of the parent or guardian in situations where a warrant has been issued for the student's arrest (or removal). Police authorities may also question students for general investigations or general questions regarding crimes committed on school property. In all other situations, unless an immediate health or safety risk exists, if the police wish to speak to a student without a warrant they should take the matter up directly with the student's parent or guardian.

Before police officials are permitted Whenever police wish to question or search a student on school premises, the administration will must first attempt to notify the student's parent or guardian to give them 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 will not be conducted.

If possible, questioning of a student by police should take place in a private area outside the presence of other students but in the presence of the building principal or designee.

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

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Students

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 must be made directly to the 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 will decide if it is necessary and appropriate for a school official or other school staff to be present during the interview, either inside or outside the interview room, depending on the age of the student being interviewed and the nature of the allegations.

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Students

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)

A child protective services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if he 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. Occasionally, Child Protective Services (CPS) may desire to conduct interviews of students on school property. These interviews generally pertain to allegations of suspected child abuse or neglect. The Board encourages cooperation with CPS with respect to access to records and access to any child named as a victim, any of the victim's siblings, or any other child residing in the same home as the named victim, in accordance with applicable law.

Education Law §§ 1604(9), 1604(30), 1709(2), 1709(33), and 2801 Family Court Act § 1024 Social Services Law §§ 411-428 8 NYCRR § 100.2(1)

Adopted: 9/6/16

POLICY

Students

SUBJECT: SEARCHES AND QUESTIONING OF STUDENTS

A student may be searched and prohibited items seized on school grounds or in a school building by an authorized District official only when he or she has reasonable suspicion to believe the student has engaged in or is engaging in activity which is in violation of the law and/or the rules of the school (for example, the District *Code of Conduct* or Board of Education policies). Determining the reasonableness of any search involves a twofold inquiry prior to conducting such search: 1) The action taken by District officials must be justified at its inception, and 2) the search, as actually conducted, must be reasonably related in scope to the circumstances which justified the interference in the first place.

Factors to be considered in determining whether reasonable suspicion exists to search a student include:

- a) The age of the student;
- b) The student's school record and past history;
- c) The predominance and seriousness of the problem in the school where the search is directed;
- d) The probative value and reliability of the information used as a justification for the search;
- e) The school official's prior knowledge of and experience with the student;
- and f) The urgency to conduct the search without delay.

If reasonable suspicion exists to believe that a student has violated or is violating the law and/or school rules, it is permissible for an authorized school official to search that student's outer clothing, pockets, or property. The search may include, but is not limited to, the student's outer clothing such as a jacket or coat, pockets, backpack, and/or purse. Whenever possible, searches will be conducted by a staff member of the same sex as the student and another staff member will be present as a witness.

Strip Searches

A strip search is a search that requires a student to remove any or all of his or her clothing, other than an outer coat or jacket. In general, the Board prohibits District staff from conducting strip searches of students. If a school official believes that an emergency situation exists that could threaten the safety of a student or others, the school official should immediately contact appropriate law enforcement officials for assistance.

POLICY

Students

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)

Scope of Search

School officials are authorized to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will produce evidence that the student has violated or is violating the law and/or the *Code of Conduct*.

School officials, whenever possible, will seek the least intrusive means to conduct a search to safeguard the privacy interests of students in their person and property.

Searches and Seizure of School Property

Student desks, lockers, textbooks, computers and other school-provided/school-owned electronic devices and resources (including but not limited to physical and cloud-based storage systems and email and other messaging systems), and other materials, supplies or storage spaces loaned by the school to students remain the property of the school, and may be opened and inspected by school employees at any time without prior notice and without their consent. The purpose of these searches, when they occur, is to ensure the safety of students, faculty, and staff, enhance school security and prevent disruptions of the learning environment. Students have no reasonable expectation of privacy with respect to school property; and school officials retain complete control over such property.

Parent/Guardian Notification

The student's parent or guardian will be notified if a student was searched and nothing was found, and/ or if any illegal, prohibited, or dangerous articles or materials are found in the student's locker, vehicle, or other property or possessions, or on the student's person, as a result of a search conducted in accordance with this policy.

Documentation of Searches

The designated school official conducting the search will be responsible for the custody, control and disposition of any illegal, prohibited or dangerous items taken from the student. The school official or his or her designee must clearly label each item taken from the student and retain control of the item(s) until the item(s) is turned over to the police or secured by alternate means.

This school official will also be responsible for promptly documenting information about the search including, but not limited to, the reasons for the search, the purpose of the search, the type and scope of the search, and the results of the search.

POLICY

Students

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)

Questioning of Students by School Officials

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

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

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

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

Law Enforcement Officials

A cooperative effort will be maintained between the school administration and law enforcement agencies. Administrators have the responsibility and the authority to determine when the assistance of law enforcement officers is necessary within their respective jurisdictions.

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Students

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)

School Resource Officers

The District utilizes School Resource Officers (SROs), law enforcement officers who work within the school building. SROs, acting in their capacity as law enforcement, are held to a different search standard than District staff. Searches by law enforcement SROs must be justified by probable cause, not the District's standard of reasonable suspicion. District staff need to clearly establish who is initiating and conducting a search, the District or law enforcement, and that the appropriate standard for the search has been met.

Searches and Questioning of Students by Law Enforcement Officials

District Officials are committed to cooperating with Police and other Law Enforcement Authorities to maintain a safe school environment. However, law enforcement officials have limited authority to interview or search students in school or at a school function, or to use school facilities in connection with police work. Law enforcement authorities may enter school property or a school function to questions or search a student, or to conduct a formal investigation involving students only if they have: (a) a search warrant or an arrest warrant for the student; or (b) probable cause to believe a crime has been committed on school property, at a school function or event, or during travel to and from school.

Before police officials are permitted to question or search a student on school premises, the administration must first attempt to notify the student's parent or guardian to give them 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 will not be conducted.

If possible, questioning of a student by police should take place in a private area outside the presence of other students but in the presence of the building principal or designee.

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.

Students

POLICY

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)

All requests by child protective services to interview a student on school property must be made directly to the 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 will decide if it is necessary and appropriate for a school official or other school staff to be present during the interview, either inside or outside the interview room, depending on the age of the student being interviewed and the nature of the allegations.

A child protective services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if he 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.

Education Law §§ 1604(9), 1604(30), 1709(2), 1709(33), and 2801 Family Court Act § 1024 Social Services Law §§ 411-428 8 NYCRR § 100.2(l)

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Community Relations

SUBJECT: USE OF SERVICE ANIMALS

The Board allows the use of service animals on school grounds by individuals with disabilities, subject to restrictions permitted by federal and/or state law, and procedures established by the Superintendent or designee. Proof of all vaccinations must be provided by the owner prior to the animal being allowed on school property and must be kept up to date. The documents should be given to the school principal and shared with the District Clerk.

A service animal is defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals.

The work or tasks performed by a service animal must be directly related to the individual's disability. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. Psychiatric service animals that have been trained to take a specific action to help avoid an anxiety attack or to reduce its effects, however, may qualify as a service animal.

Where reasonable, the Board of Education also allows the use of miniature horses on school grounds by individuals with disabilities. Such use will only be permitted where a miniature horse has been individually trained to do work or perform tasks to benefit an individual with a disability. The use of miniature horses by individuals with disabilities will be subject to the considerations and restrictions permitted by federal and/or state law.

The Superintendent or designee may create regulations and/or building-specific rules regarding the use of service animals and miniature horses on school grounds by individuals with disabilities.

28 CFR Sections 35.104, 35.136, 35.139

Adopted

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Non-Instructional/Business Operations

SUBJECT: BUDGET ADOPTION

The Board will review the recommended budget of the Superintendent and seek public input and feedback regarding the recommended budget including, but not limited to, holding a public budget hearing not less than seven nor more than 14 days prior to the Annual District Meeting and Election at which the budget vote is to occur. The Board may modify the recommended budget of the Superintendent prior to its submission to District voters. Final authorization of the proposed budget is dependent upon voter approval unless a contingency budget is adopted by the Board.

The District budget for any school year, or any part of the budget, or any proposition(s) involving the expenditure of money for that school year, will not be submitted for a vote of the qualified District voters more than twice.

The District budget, once adopted, becomes the basis for establishing the tax levy on real property within the District. The District will post its final annual budget and any multi-year financial plan adopted by the Board on its website.

Contingency Budget

In the event the original proposed budget is not approved at the Annual District Meeting and Election, the Board may resubmit the original proposed budget or a revised budget for voter approval, or individual propositions may be placed before District voters, at a special meeting held on the third Tuesday of June. If the voters fail to approve the second budget submittal, or budget proposition(s), or if the Board elects not to put the proposed budget to a public vote a second time, the Board must adopt a contingency budget with a tax levy that is no greater than the prior year's levy (i.e., 0% levy growth).

The administrative component of the contingency budget is capped at the lesser of:

- a) The percent of the administrative component to the total budget in the prior year's budget, not including the capital component; or
- b) The percent that the administrative component comprised in the last proposed defeated budget for the subsequent year, not including, the capital component.

Education Law §§ 1608, 1716, 1804, 1906, 1950, 2007, 2022, 2023, 2023-a, and 2601-a 8 NYCRR §170.3

NOTE: Refer also to Policy #5110 -- <u>Budget Planning and Development</u>

Adoption Date

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Non-Instructional/Business Operations

SUBJECT: ACCEPTANCE OF GIFTS, GRANTS, AND BEQUESTS TO THE DISTRICT

The Board may accept gifts, donations, grants, or bequests (collectively "gifts") of money, real property, or personal property, as well as other merchandise, that add to the overall welfare of the District provided that acceptance is in accordance with existing laws and regulations. Donations to the District are fully tax deductible so long as the gift is used exclusively for public purposes. The Board may refuse any gift that constitutes a conflict of interest, gives an appearance of impropriety, or is not in its best interests. The Board will safeguard the District, the staff, and students from commercial exploitation, from special interest groups, and the like.

The Board will not accept any gifts which will place encumbrances on future Boards, or result in unreasonable additional or hidden costs to the District. The Board may, if it deems it necessary, request that gifts of equipment, facilities, or any item that requires upkeep and maintenance include funds to carry out maintenance for the foreseeable life of the donation.

The Board will not formally consider the acceptance of gifts until and unless it receives the offer in writing from the donor or grantor or their attorney or financial advisor. Any gifts donated to the Board and accepted on behalf of the District must be by official action and resolution passed by Board majority. The Board suggests that donors or grantors work first with school administrators in determining the nature of their gift prior to formal consideration for acceptance by the Board.

The Board is prohibited, in accordance with the New York State Constitution, from making gifts or charitable contributions with District funds.

Gifts to the District will be annually accounted for as required by Generally Accepted Accounting Principles (GAAP).

All gifts become District property. A letter of appreciation, signed by the President of the Board and the Superintendent, will be sent to donors or grantors in recognition of their contribution to the District. Letters will be sent in a timely manner and will acknowledge the possible tax deduction available to donors whose gifts qualify under IRS regulations.

New York State Constitution Article 8, § 1 Education Law §§ 404(1), 1604(44), 1709(12), 1709(12-a), 1709(12-b), 1718(2), 3701, and 3703 Real Property Tax Law 980-a(3)

Adoption Date

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Non-Instructional/Business Operations

SUBJECT: PURCHASING: COMPETITIVE BIDDING AND OFFERING

Except as otherwise provided by law, all contracts for public work involving an expenditure of more than \$35,000 and all purchase contracts involving an expenditure of more than \$20,000 will be awarded by the District to the lowest responsible bidder furnishing the required security after advertisement for sealed bids. However, the District may, in its discretion, award purchase contracts on the basis of "best value" to a responsive and responsible bidder or offerer, provided the Board has authorized this action by rule, regulation, or resolution adopted at a public meeting.

No bid or offer will be accepted that does not conform to specifications furnished unless those specifications are waived by Board action. The District may, in its discretion, reject all bids or offers and readvertise for new bids or offers in a manner consistent with New York State law.

All contracts requiring public advertising and competitive bidding or offering will be awarded by resolution of the Board.

Except as authorized by law, no Board member or employee of the District will have an interest in any contract entered into by the District.

Standardization

Upon the adoption of a standardization resolution by a vote of at least 3/5 of all Board members, purchase contracts for a particular type or kind of equipment, materials, or supplies of more than \$20,000 may be awarded by the Board to the lowest responsible bidder or offerer furnishing the required security after advertisement for sealed bids in the manner provided in law. This resolution must state that, for reasons of efficiency or economy, there is a need for standardization and must contain a full explanation of those reasons. Upon the adoption of a valid standardization resolution, the District may provide in its specifications for a particular make or brand to the exclusion of others.

"Piggybacking" Exception to Competitive Bidding

The District may, in its discretion, purchase certain goods and services (apparatus, materials, equipment, and supplies) at costs beyond the above-referenced thresholds through the use of contracts let by the United States or any agency thereof, any state, and any county, political subdivision, or district of any state.

This method of procurement is permitted on contracts issued by other governmental entities, provided that the original contract:

a) Has been let by the United States or any agency thereof, any state (including New York State) or any other political subdivision or district;

Non-Instructional/Business Operations

SUBJECT: PURCHASING: COMPETITIVE BIDDING AND OFFERING (Cont'd.)

- b) Was made available for use by other governmental entities and agreeable with the contract holder; and
- c) Was let in a manner that constitutes competitive bidding consistent with New York State law, or was awarded on the basis of best value, and is not in conflict with other New York State laws.

Annual Review

Periodically, comments concerning the District's bidding and purchasing policies and procedures will be solicited from those District employees involved in the procurement process.

The Board will annually review its bidding and purchasing policies and procedures. The School Business Official will be responsible for conducting an annual review of such policies and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

General Municipal Law Articles 5-A and 18 State Finance Law §§ 162, 163, and 163-b Education Law § 305(14)(g)

NOTE: Refer also to Policies #5411 -- Procurement of Goods and Services

#5412 -- Alternative Formats for Instructional Materials

#5413 -- Procurement: Uniform Grant Guidance for Federal Awards

Non-Instructional/Business Operations

SUBJECT: PROCUREMENT OF GOODS AND SERVICES

Purchasing Authority

The District's purchasing activities will be part of the responsibilities of the Business Office, under the general supervision of the Purchasing Agent designated by the Board. The Purchasing Agent is authorized to enter into cooperative bidding and cooperative purchasing arrangements to meet the various needs of the District. No contracts for goods and services will be made by individuals or organizations in the school that involve expenditures without first securing approval for the contract from the Purchasing Agent.

Except as authorized by law, no Board member or employee of the District will have an interest in any contract entered into by the District.

Purchasing Process

The Board recognizes its responsibility to ensure the development of procedures for the procurement of goods and services not required by law to be made pursuant to competitive bidding requirements. These goods and services will be procured in a manner so as to:

- a) Assure the prudent and economical use of public moneys in the best interests of the taxpayer;
- b) Facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and
- c) Guard against favoritism, improvidence, extravagance, fraud, and corruption.

These procedures will contain, at a minimum, provisions which:

- a) Prescribe a process for determining whether a procurement of goods and services is subject to competitive bidding and if it is not, documenting the basis for such determination;
- b) With certain exceptions, provide that alternative proposals or quotations for goods and services will be secured by use of written request for proposals, written quotations, verbal quotations, or any other method of procurement which furthers the purposes of General Municipal Law Section 104-b;
- c) Set forth when each method of procurement will be utilized;
- d) Require adequate documentation of actions taken with each method of procurement;
- e) Require justification and documentation of any contract awarded to other than the lowest responsible dollar offer, stating the reasons;

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Non-Instructional/Business Operations

SUBJECT: PROCUREMENT OF GOODS AND SERVICES (Cont'd.)

- f) Set forth any circumstances when, or the types of procurement for which, the solicitation of alternative proposals or quotations will not be in the best interest of the District; and
- g) Identify the individual or individuals responsible for purchasing and their respective titles. This information will be updated biennially.

Any unintentional failure to fully comply with these provisions will not be grounds to void action taken or give rise to a cause of action against the District or any District employee.

The District will develop administrative regulations to establish procedures for the procurement of goods and services.

Professional Services

Professional services are generally those services that require specialized skills, training, professional judgment, expertise, and creativity. Examples include attorneys, architects, and engineers. The procurement of professional services falls within an exception to competitive bidding. In order to procure professional services, the District will use the request for proposals (RFP) process as set forth in General Municipal Law in order to protect the District's interests and to avoid the appearance of favoritism or impropriety. Although not necessarily bound to select the lowest bidder in response to its RFP, the District will adequately document its selection process to demonstrate its economical and prudent use of public monies and to ensure fair competition.

Education Law §§ 1604, 1709, 1950, 2503, 2554, and 3602 General Municipal Law Articles 5-A and 18 General Municipal Law §§ 104-b and 119-o

NOTE: Refer also to Policies #5410 -- Purchasing: Competitive Bidding and Offering

#5412 -- Alternative Formats for Instructional Materials

#5413 -- Procurement: Uniform Grant Guidance for Federal Awards

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Non-Instructional/Business Operations

SUBJECT: ALTERNATIVE FORMATS FOR INSTRUCTIONAL MATERIALS

Preference in the purchase of instructional materials will be given to vendors who agree to provide materials in a usable alternative format (i.e., any medium or format, other than a traditional print textbook, for presentation of instructional materials that is needed as an accommodation for each student with a disability, including students requiring Section 504 Accommodation Plans, enrolled in the District). Alternative formats include, but are not limited to, Braille, large print, open and closed captioned, audio, or an electronic file in an approved format as defined in Commissioner's regulations.

The District has adopted the National Instructional Materials Accessibility Standard (NIMAS) to ensure that curriculum materials are available in a usable alternative format for students with disabilities. The District will ensure that each student who requires instructional materials in an alternate format will receive it in a timely manner and in a format that meets NIMAS standards.

The District will establish a plan to ensure that instructional materials in a usable alternative format for each student with a disability (including students requiring Section 504 Accommodation Plans) are based upon the student's educational needs and course selections, and will be available at the same time as those instructional materials are available to non-disabled students.

The Plan will:

- a) Specify that the District gives a preference in the purchase of instructional materials it has selected for its students to those vendors who agree to provide such instructional materials in alternative formats;
- b) Specify when an electronic file is provided, how the format will be accessed by students and/or how the District will convert to an accessible format;
- c) Specify the process to be used when ordering materials to identify the needs of students with disabilities residing in the District for alternative format materials;
- d) Specify ordering timelines to ensure that alternative format materials are available at the same time as regular format materials are available; and
- e) Include procedures so that when students with disabilities move into the District during the school year, the process to obtain needed materials in alternative formats for those students is initiated without delay.

20 USC § 1474(e)(3)(B) 8 NYCRR §§ 200.2(b)(9), 200.2(c)(2) and 200.2(i)

Adopted

Non-Instructional/Business Operations

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS

The District will follow all applicable requirements in the Uniform Grant Guidance (2 CFR Part 200) whenever it procures goods or services using federal grant funds awarded through formula and/or discretionary grants, including funds awarded by the United States Department of Education as grants or funds awarded to a pass-through entity, such as the New York State Education Department, for subgrants.

Uniform Grant Guidance Requirements

Under the Uniform Grant Guidance, the District will, among other things:

- a) Use its own documented procurement procedures which reflect applicable state, local and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in the Uniform Grant Guidance.
- b) Establish and maintain effective internal controls that provide reasonable assurance that the District is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. Internal controls means a process, implemented by the District, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:
 - 1. Effectiveness and efficiency of operations;
 - 2. Reliability of reporting for internal and external use; and
 - 3. Compliance with applicable laws and regulations.
- c) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- d) Evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of federal awards.
- e) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- f) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the District considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- g) Maintain oversight to ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Non-Instructional/Business Operations

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS (Cont'd.)

- h) Maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- i) Have procurement procedures in place to avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.
- j) Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- k) Maintain records that sufficiently detail the history of the procurement including, but not limited to:
 - 1. Rationale for the method of procurement;
 - 2. Selection of contract type;
 - 3. Contractor selection or rejection; and
 - 4. The basis for the contract price.
- 1) Use time and material contracts, only after a determination that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.
- m) Conduct all procurement transactions in a manner providing full and open competition consistent with the standards of the Uniform Grant Guidance.
- n) Conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
- o) Have written procedures for procurement to ensure that all solicitations:
 - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured; and
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids.

Non-Instructional/Business Operations

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS (Cont'd.)

- p) Ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
- q) Use one of the following methods of procurement, which include:
 - 1. Micro-purchases;
 - 2. Small purchase procedures;
 - 3. Sealed bids;
 - 4. Competitive proposals; and
 - 5. Noncompetitive proposals.
- r) Have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- s) Take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- t) Include in all contracts made by the District the applicable provisions contained in Appendix II of the Uniform Grant Guidance -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- u) Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
- v) Negotiate profit as a separate element of the price for each contract in which there is not price competition and in all cases where an analysis is performed.
- w) Comply with the non-procurement debarment and suspension standards which prohibit awarding contracts to parties listed on the government-wide exclusions in the System for Award Management (SAM).

2 CFR §§ 200.61, 200.303, 200.318, 200.319, 200.320, 200.321, 200.323, and 200.326 2 CFR Part 200, App. II

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Non-Instructional/Business Operations

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS (Cont'd.)

NOTE: Refer also to Policies #5410 -- Purchasing: Competitive Bidding and Offering

#5411 -- Procurement of Goods and Services

#5570 -- Financial Accountability #5670 -- Records Management

#6110 -- Code of Ethics for Board Members and All

District Personnel

#6161 -- Conference/Travel Expense Reimbursement

Non-Instructional/Business Operations

SUBJECT: FINANCIAL ACCOUNTABILITY

The District has internal controls in place to ensure that:

- a) The goals and objectives of the District are accomplished;
- b) Laws, regulations, policies, and good business practices are complied with;
- c) Audit recommendations are considered and implemented;
- d) Operations are efficient and effective;
- e) Assets are safeguarded; and
- f) Accurate, timely, and reliable data are maintained.

The District's governance and control environment will include the following:

- a) The District's code of ethics addresses conflict of interest transactions with Board members and employees. Transactions that are less-than-arm's length are prohibited. Less-than-arm's length is a relationship between the District and employees or vendors who are related to District officials or Board members.
- b) The Board requires corrective action for issues reported in the Certified Public Accountant's (CPA's) management letter, audit reports, the Single Audit, and consultant reports.
- c) The Board has established the required policies and procedures concerning District operations.
- d) The Board routinely receives and discusses the necessary fiscal reports including the:
 - 1. Treasurer's cash reports;
 - 2. Budget status reports;
 - 3. Revenue status reports;
 - 4. Quarterly extra-classroom activity fund reports; and
 - 5. Fund balance projections (usually starting in January).
- e) The District has a long-term (three to five years) financial plan for both capital projects and operating expenses.

Non-Instructional/Business Operations

2022

SUBJECT: FINANCIAL ACCOUNTABILITY (Cont'd.)

- f) The District requires attendance at training programs for Board members, business officials, treasurers, claims auditors, and others to ensure they understand their duties and responsibilities and the data provided to them.
- g) The Board has an audit committee to assist in carrying out its fiscal oversight responsibilities.
- h) The District's information systems are economical, efficient, current, and up-to-date.
- i) All computer files are secured with passwords or other controls, backed up on a regular basis, and stored at an off-site or in a secure fireproof location.
- j) The District periodically verifies that its controls are working efficiently.
- k) The District requires all staff to take leave time during which time another staff member performs the duties of the staff on leave. Staff may also schedule transactions and other responsibilities to occur electronically before taking a leave.

Audit Response

Periodically, the District receives audit reports from the External (Independent) Auditor and/or the Office of the New York State Comptroller. The Board will review all audit recommendations in consultation with the Audit Committee and respond appropriately. Independent and Comptroller audit reports and the accompanying management letters will be made available for public inspection. The District will also timely post a copy of the annual external audit report or the Comptroller's final audit report on its website for a period of five years. Notice of the availability of independent and Comptroller audit reports will be published in the District's official newspaper or one having general circulation in the District. If there is no newspaper, notice must be placed in ten public places within the District.

Education Law § 2116-a(3-b) 8 NYCRR § 170.12 General Municipal Law §§ 33(2)(e) and 35(1), (2)

NOTE: Refer also to Policy #5572 -- <u>Audit Committee</u>

Non-Instructional/Business Operations

SUBJECT: FIXED ASSET INVENTORIES, ACCOUNTING, AND TRACKING

The Superintendent or designee will maintain a continuous and accurate inventory of fixed assets owned by the District in accordance with applicable rules, standards, procedures, and best practices. Fixed assets are, generally, long-term, tangible resources intended to be continuously held or used, and may include land, buildings, improvements, machinery, and equipment.

All fixed assets purchased and received by the District will be checked, logged, and stored through an established procedure.

The School Business Official will account for assets on an annual basis according to applicable rules, standards, procedures, and best practices. These accounts will serve to:

- a) Maintain an inventory of assets;
- b) Establish accountability;
- c) Determine replacement costs; and
- d) Determine and provide appropriate insurance coverage.

The Board will establish a dollar threshold as a basis for considering which fixed assets are to be depreciated. This threshold will ensure that at least 80% of the value of these assets is reported. The threshold will be \$2,000. Standard methods and averaging conventions will be used in assessing, capitalizing, and depreciating fixed assets.

Fixed assets will be recorded at initial cost or, if not available, at estimated initial cost; gifts of fixed assets will be recorded at estimated fair value at the time of the gift. A property record will be maintained for each fixed asset and will contain, where possible, the following information:

- a) Date of acquisition;
- b) Description;
- c) Serial or other identification number;
- d) Any funding source and percentage contributed by the source;
- e) Vendor;
- f) Cost or value;
- g) Location and use;

Non-Instructional/Business Operations

SUBJECT: FIXED ASSET INVENTORIES, ACCOUNTING, AND TRACKING (Cont'd.)

- h) Asset type;
- i) Condition and estimated useful life;
- j) Replacement cost;
- k) Current value;
- l) Salvage value;
- m) Sale price and date and method of disposition; and
- n) Responsible official.

All fixed assets will be labeled. Any discrepancies between an inventory and the District's property records should be traced, explained, and documented.

Management of Assets Acquired Under a Federal Government Grant or Subgrant

Inventories will be maintained for assets acquired with funds obtained through federal grant programs. A separate inventory will be maintained for each program. Each inventory will record assets in the same manner as the District's fixed asset inventory. Assets will be labeled to specify the source of funds used to purchase the item. All Title I assets will include "Title I" on the label. These inventories will track assets for at least five years from the date of receipt.

When original or replacement assets acquired under a federal grant or subgrant are no longer needed for the original project or for other activities currently or previously supported by a federal agency, the District will dispose of the assets as follows:

- a) Assets with a current per-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
- b) Assets with a current per-unit fair market value of greater than \$5,000 may be retained or sold and the awarding agency will have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the assets.
- c) No federal approval is necessary to dispose of an asset costing over \$5,000 but approval from the New York State Education Department (SED) is necessary. Once SED has determined that it has no other need for the use of the asset, the District may proceed with selling it.

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Non-Instructional/Business Operations

SUBJECT: FIXED ASSET INVENTORIES, ACCOUNTING, AND TRACKING (Cont'd.)

The District will comply with the U.S. Department of Education regulations governing the use, management, and disposition of all equipment acquired through a federal government grant.

Equipment Purchased with Extraclassroom Funds

Title to all equipment acquired with extraclassroom activity funds will reside with the District and be carried as an insurable asset on its list of insurable values. This equipment will be tagged as District property but is available for exclusive use by the extraclassroom activity club acquiring it.

Title I of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act (ESSA) of 2015

34 CFR Parts 74-99, 200

NYSED Finance Pamphlet, The Safeguarding, Accounting, and Auditing of Extraclassroom Activity Funds, 2019

Uniform System of Accounts for School Districts (Fiscal Section)

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Non-Instructional/Business Operations

SUBJECT: FIRE AND EMERGENCY DRILLS, BOMB THREATS, AND BUS EMERGENCY DRILLS

Fire and Emergency Drills

The administration of each school building will instruct and train students on appropriate emergency responses, through fire and emergency drills, in the event of a sudden emergency.

Fire and emergency drills will be held at least 12 times in each school year; eight of these will be completed by December 31. Eight of all drills will be evacuation drills, four will be through use of the fire escapes on buildings where fire escapes are provided or identified secondary exits. The other four drills will be lock-down drills. Drills will be conducted at different times of the school day. Students will also be instructed in the procedures to be followed in the event that a fire occurs during the regular school lunch period or assembly, however, this additional instruction may be waived if a drill is held during the regular lunch period or assembly.

Summer School

At least two additional drills will be held during summer school in buildings where summer school is held, and one of these drills will be held during the first week of summer school.

After-School Programs, Events, or Performances

The building principal or designee will require those in charge of after-school programs, events, or performances attended by any individuals unfamiliar with that school building, to announce at the beginning of these programs the procedures to be followed in the event of an emergency.

Bomb Threats

School Bomb Threats

A bomb threat, even if later determined to be a hoax, is a criminal act. No bomb threat should be treated as a hoax when it is first received. Upon receiving any bomb threat, the school has an obligation and responsibility to ensure the safety and protection of the students and other occupants of the school. This obligation takes precedence over a search for a suspect object. Prudent action is dependent upon known information about the bomb threat-location, if any; time of detonation; etc. Specific procedures as to appropriate responses as a result of a bomb threat can be located in the building-level emergency response plan, as required by relevant law and regulation.

Non-Instructional/Business Operations

SUBJECT: FIRE AND EMERGENCY DRILLS, BOMB THREATS, AND BUS EMERGENCY DRILLS (Cont'd.)

Police Notification and Investigation

Appropriate law enforcement agencies must be notified by the building administrator or designee of any bomb threat as soon as possible after receiving the threat. Law enforcement officials will contact, as the situation requires, fire and/or county emergency coordinators according to the county emergency plan.

Implementation

The Superintendent or designee will develop written procedures to implement the terms of this policy. Additionally, these procedures will be incorporated in the District-wide school safety plan and the building-level emergency response plan, with provisions to provide written information to all staff and students regarding emergency procedures by October 1 of each school year, an annual drill to test the emergency response procedures under each of its building-level emergency response plans; and the annual review of the District-wide and building-level emergency response plans, along with updates as necessary, by September 1, as mandated by law or regulation.

Bus Emergency Drills

The administration will conduct a minimum of three emergency drills to be held on each school bus during the school year. The first drill will be conducted during the first seven days of school, the second drill between November 1 and December 31, and the third drill between March 1 and April 30. No drills will be conducted when buses are on routes.

Students who ordinarily walk to school will also be included in the drills. Students attending public and nonpublic schools who do not participate in regularly scheduled drills will also be provided drills on school buses, or as an alternative, will be provided classroom instruction covering the content of these drills.

Each drill will include practice and instruction in the location, use, and operation of the emergency exits, fire extinguishers, first-aid equipment, and windows as a means of escape in the event of fire or accident. Similarly, students will be instructed on all topics mandated by relevant sections of the Education Law and Commissioner's regulations, including, but not limited to, the following:

- a) Safe boarding and exiting procedures with specific emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking;
- b) Advancing at least 15 feet in front of the bus before crossing the highway after disembarking;

Non-Instructional/Business Operations

SUBJECT: FIRE AND EMERGENCY DRILLS, BOMB THREATS, AND BUS EMERGENCY DRILLS (Cont'd.)

- c) Specific hazards encountered during snow, ice, rain, and other inclement weather, including, but not necessarily limited to, poor driver visibility, reduced vehicular control, and reduced hearing; and
- d) Orderly conduct as bus passengers.

The administration of the drills will be in accordance with the New York State Education Department's Bus Safety Drill Guide and Compliance Form.

Instruction on Use of Seat Belts

When students are transported on school buses, the District will ensure that all students who are transported on any school bus owned, leased, or contracted for by the District will receive instruction on the use of seat safety belts. This instruction will be provided at least three times each year to both public and nonpublic school students who are so transported and will include, but not be limited to:

- a) Proper fastening and release of seat safety belts;
- b) Acceptable adjustment and placement of seat safety belts on students;
- c) Times at which the seat safety belts should be fastened and released; and
- d) Acceptable placement of the seat safety belts when not in use.

Education Law §§ 807, 2801-a, 3623, and 3635-a Penal Law Article 240 8 NYCRR §§ 100.2(c), 155.17, and 156.3

NOTE: Refer also to Policy #5681 -- School Safety Plans

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Non-Instructional/Business Operations

SUBJECT: SCHOOL BUS SAFETY

The safe transportation of students to and from school is of primary concern in the administration of the school bus program. All state laws and regulations pertaining to the safe use of school buses will be observed by drivers, students, and school personnel.

Use of Portable Electronic Devices Prohibited

For purposes of this policy, and in accordance with applicable law, the terms below will be defined as follows:

- a) "Portable electronic device" means any mobile telephone (hand-held or "hands-free"), personal digital assistant (PDA), portable device with mobile data access, laptop computer, pager, broadband personal communication device, two-way messaging device, electronic game, portable computing device, or any other electronic device when used to input, write, send, receive, or read text for present or future communication.
- b) "Using" means holding a portable electronic device while viewing, taking or transmitting images, playing games, or for the purpose of present or future communication: performing a command or request to access a world wide web page, composing, sending, reading, viewing, accessing, browsing, transmitting, saving, or retrieving email, text messages, instant messages, or other electronic data.
- c) "In operation" means that the bus engine is running, whether in motion or not.

The use of portable electronic devices by a school bus driver at times the vehicle is in operation on the roadway poses a potential safety risk. All school bus drivers are prohibited from using portable electronic devices while the bus is in operation.

All school bus drivers' personal portable electronic devices must be placed in the "off" position when in the possession of the school bus driver while the bus is in operation. Portable electronic devices, including cell phones, may be used in case of emergency.

Safety Rules and Inspections

The Transportation Supervisor, in cooperation with the principals, has the responsibility of developing and publishing safety rules to be followed by drivers and passengers, including rules of student conduct. In order to ensure maximum safety to those riding school buses, it is necessary that students and drivers cooperate in this effort.

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Non-Instructional/Business Operations

SUBJECT: SCHOOL BUS SAFETY (Cont'd.)

All buses and other vehicles owned by vendors/contract bus companies with whom the District contracts will have frequent safety inspections and be serviced regularly. The Transportation Supervisor will maintain a comprehensive record of all maintenance performed on each vehicle.

Every bus driver is required to report promptly to the Transportation Supervisor any school bus accident, regardless of the severity, involving death, injury, or property damage.

Education Law § 3623 Vehicle and Traffic Law §§ 509-a(7), 509-i(1-b), 1174, 1225-c, and 1125-d 8 NYCRR § 156.3 17 NYCRR §§ 720.2, 721.1, and 721.2

NOTE: Refer also to Policies #5683 -- <u>Fire and Emergency Drills, Bomb Threats, and Bus Emergency Drills</u>

#5741 -- Drug and Alcohol Testing for School Bus Drivers

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Non-Instructional/Business Operations

SUBJECT: IDLING SCHOOL BUSES ON SCHOOL GROUNDS

The District recognizes the need to promote the health and safety of District students and staff and to protect the environment from harmful emissions found in bus and vehicle exhaust. The District will ensure that each driver of a school bus or other vehicle owned, leased, or contracted for by the District turns off the engine of the bus or vehicle while waiting for passengers to load or off load on school grounds, or while the vehicle is parked or standing on school grounds or in front of or adjacent to any school.

Exceptions

Unless otherwise required by state or local law, the idling of a school bus or vehicle engine may be permitted to the extent necessary to achieve the following purposes:

- a) For mechanical work;
- b) To maintain an appropriate temperature for passenger comfort and/or safety; or
- c) In emergency evacuations and/or where necessary to operate wheelchair lifts.

Private Vendor Transportation Contracts

All contracts for pupil transportation services between the District and a private vendor will include a provision requiring the vendor's compliance with the provisions of reducing idling in accordance with Commissioner's regulations.

Education Law § 3637 Vehicle and Traffic Law § 142 8 NYCRR § 156.3

Non-Instructional/Business Operations

SUBJECT: QUALIFICATIONS OF BUS DRIVERS

A person will be qualified to operate a bus only if that person:

- a) Is at least 21 years of age;
- b) Has been issued an appropriate driver's license which is valid for the operation of a bus in New York State;
- c) Has passed the annual bus driver physical examination administered in accordance with Commissioner of Education and Commissioner of Motor Vehicles regulations. In no case will the interval between physical examinations exceed a 13-month period;
- d) Is not disqualified to drive a motor vehicle under any provision of law or regulation;
- e) Has on file at least three statements from three different persons who are not related by either blood or marriage to the driver or applicant pertaining to the moral character and to the reliability of the driver or applicant;
- f) Has completed, or is scheduled to complete, required New York State Education Department safety programs;
- g) Is in compliance with federal law and regulations, as well as District policy and/or regulations, as it pertains to meeting the standards governing alcohol and controlled substance testing of bus drivers if and when applicable;
- h) Has taken and passed a physical performance test approved by the Commissioner of Education at least once every two years and/or following a period of being unavailable for service for 60 or more consecutive days from their scheduled work duties. In no case will the interval between physical performance tests exceed 25 months; and
- i) Is in compliance with all other laws and regulations for operating a school bus, including licensing and training requirements.

Non-Instructional/Business Operations

Special Requirements for New Bus Drivers

Before a vendor or contract bus company employs a new bus driver, the Superintendent or designee will be entitled to:

- a) Require the person to pass a physical examination within eight weeks prior to the beginning of service;
- b) Obtain a driving record from the appropriate agency in every state in which the person resided, worked, and/or held a driver's license or learner's permit during the preceding three years;
- c) Investigate the person's employment record during the preceding three years;
- d) Require the person to submit to the mandated fingerprinting procedures and criminal history background check;
- e) Request the Department of Motor Vehicles to initiate a driving record abstract check; and
- f) Require that newly hired bus drivers take and pass the physical performance test, as mandated by Commissioner's regulations, before they transport students.

Occasional Drivers

Under Commissioner's regulations, an occasional driver is defined as a certified teacher who is employed by a school district or Board of Cooperative Educational Services (BOCES) whose employment does not include serving as either a regular or substitute school bus driver. Occasional drivers used for other than regular routes are not required to fulfill the training required for regular school bus drivers.

Omnibus Transportation Employee Testing Act of 1991, (Public Law 102-143) 49 USC § 521(b) Education Law § 3624 Vehicle and Traffic Law Article 19-A 8 NYCRR § 156.3 15 NYCRR Part 6 and § 3.2

NOTE: Refer also to Policy #5741 -- <u>Drug and Alcohol Testing for School Bus Drivers</u>

Personnel

SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS

Pre-employment Medical Examinations

The District will not require applicants for positions to undergo a medical examination prior to an offer of employment. Further, the District will not make inquiries of a job applicant as to whether the applicant is an individual with a disability or as to the nature or severity of a disability. However, the District may make pre-employment inquiries into the ability of an applicant to perform job-related functions.

Employment Entrance Examinations

All entering employees are required to obtain a medical examination after an offer of employment has been made and prior to the commencement of their employment. The District may condition an offer of employment on the results of the examination in accordance with law.

When the examination is made by the school physician or nurse practitioner, the cost of the examination will be borne by the District. A staff member, however, may elect to have a medical examination at their own expense by a physician of their own choice.

Examinations During Employment

The Board reserves the right to request a medical examination at any time during employment, at District expense, in order to determine whether an employee can perform the essential functions of the position with or without reasonable accommodation or for other valid employment reasons.

All (Each vendor or contract bus company will ensure that its) bus drivers and substitute bus drivers must have yearly physical examinations. Each bus driver initially employed by the District (vendor or contract bus company) will have a physical examination within the eight weeks prior to the beginning of service. In no case will the interval between physical examinations exceed a 13-month period.

All medical and health related information will be kept in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Examinations and Inquiries

The District may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that work site. The District may make inquiries into the ability of an employee to perform job-related functions.

The District, however, will not require a medical examination and will not make inquiries as to whether the employee is an individual with a disability or as to the nature or severity of the disability, unless the examination or inquiry is shown to be job related and consistent with business necessity.

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Personnel

SUBJECT: EMPLOYEE MEDICAL EXAMINATIONS (Cont'd.)

Americans with Disabilities Act (ADA), 42 USC § 12101 et seq.
Section 504 of the Rehabilitation Act of 1973, 29 USC § 790 et seq.
Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191
28 CFR §§ 41.55 and 42.513
29 CFR §§ 1630.13 and 1630.14
34 CFR § 104.14
Civil Service Law § 72
Education Law §§ 913 and 3624
Vehicle and Traffic Law §§ 509-b, 509-d, and 509-g
8 NYCRR §§ 136.3 and 156.3
15 NYCRR Part 6

Students

SUBJECT: STUDENT GENDER IDENTITY

All students need a safe and supportive educational environment to progress academically and developmentally. The District is committed to fostering a safe learning environment for all students, free from discrimination and harassment on the basis of sex, gender, gender identity, gender nonconformity, and gender expression. In accordance with applicable law, regulations, and guidelines, the District will ensure that students have equal access to all District programs, facilities, and activities. The District will assess and address the specific needs of each student on a case-by-case basis.

Key Terms

"Assigned sex at birth" means the sex designation, usually male or female, assigned to a person when they are born.

"Cisgender" means a person whose gender identity corresponds to their assigned sex at birth.

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

"Gender expression" means the ways in which a person conveys their gender identity to others, such as through behavior, appearance, clothing, hairstyle, activities, voice, and mannerisms.

"Gender identity" means a person's inner sense or psychological knowledge of being male, female, neither, or both.

"Gender nonconforming" (GNC) means someone whose gender identity or gender expression does not conform to social or stereotypical expectations of a person with that gender assigned at birth. This is also referred to as gender variant or gender atypical.

"Transgender" means someone whose gender identity is different than their assigned sex at birth.

"Transition" means the process by which a person socially and/or physically aligns their gender expression more closely to their gender identity than their assigned sex at birth.

Records

Following the submission of a name change order or other government issued document or court issued documentation of a name change for any current or past student, the District will update the student's name on any document or record issued or maintained by the District. This is not applicable to archival records that cannot be accessed or when modifying archival records is prohibited by law. The District will update any current or past student's gender upon submission of any form of government identification.

For any current or past student who has not officially changed their name or gender, the District will, upon request, update its records to reflect the student's asserted name and/or gender. However, the

Students

SUBJECT: STUDENT GENDER IDENTITY (Cont'd.)

District may need to use the student's legal name and gender in certain, limited circumstances. Any student identification cards will be issued with the name reflecting the gender identity the student consistently asserts at school.

The District will maintain the confidentiality of student information and records as required by law. Further, any records with a student's assigned birth name and gender will be maintained in a separate, confidential file.

Names and Pronouns

When apprised of a student's transgender or GNC status, the District will endeavor to engage the student and their parents or guardians, as appropriate, in an effort to agree upon a plan that will accommodate the student's individual needs at school. Transgender and GNC students have the right to discuss and convey their gender identity and expression openly and to decide when, with whom, and how much to share this confidential information. The plan may therefore include when and how to initiate the student's preferred name and associated pronoun use and if, when, and how this is communicated to others. District staff will use the name and pronoun that corresponds to the gender identity the student consistently asserts at school.

Restrooms and Locker Rooms

The District will allow a transgender or GNC student to use the restroom and locker room that corresponds to the student's consistently expressed gender identity at school. Any student requesting increased privacy or other accommodations when using bathrooms or locker rooms will be provided with a safe and adequate alternative, but they will not be required to use that alternative. Additionally, the District will ensure that all single-occupancy bathroom facilities are designated as gender neutral for use by no more than one occupant at a time or for family or assisted use.

Physical Education and Sports

Physical education is a required part of the District's curriculum. Where these classes are sexsegregated, students will be allowed to participate in a manner consistent with their gender identity. Students will likewise be allowed to participate in intramural activities consistent with their gender identity.

Upon written notification that a transgender or GNC student would like an opportunity to participate in the District's interscholastic athletics program consistent with their gender identity, the District will determine their eligibility in accordance with applicable law, regulations, and guidelines.

The District's athletic director will notify opposing team athletic directors or the New York State Public High School Athletic Association if a student needs any accommodations during competitions. Any appeal regarding the District's eligibility decision will be directed to the Commissioner of Education.

Students

SUBJECT: STUDENT GENDER IDENTITY (Cont'd.)

Other Activities

Generally, in other circumstances where students may be sex-segregated, such as overnight field trips, students may be permitted to participate in accordance with the gender identity that the student consistently asserts at school. Student privacy concerns will be addressed individually and on a case-by-case basis in accordance with District policy and applicable law, regulations, and guidelines.

Dress Code and Team Uniforms

Transgender or GNC students may dress in accordance with their gender identity or expression, within the parameters of the District's dress code. The District will not restrict students' clothing or appearance on the basis of gender.

Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g Title IX of the Education Amendments Act of 1972, 20 USC § 1681 et seq. 34 CFR Parts 99 and 106 Civil Rights Law §§ 40-c, 64, and 67 Education Law Article 2 and §§ 2-d, 313, and 3201-a New York State Human Rights Law, Executive Law § 290 et seq. 8 NYCRR § 100.2

NOTE: Refer also to Policies #3410 -- Code of Conduct

#3420 -- Non-Discrimination and Anti-Harassment in the District

#3421 -- Title IX and Sex Discrimination

#5633 -- Gender Neutral Single-Occupancy Bathrooms

#7550 -- Dignity for All Students

#7551 -- Sexual Harassment of Students

#7553 -- Hazing of Students

#8242 -- Civility, Citizenship, and Character Education/Interpersonal

Violence Prevention Education

Adopted: