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# **POLICY B.1**

## **POLICY AGAINST DISCRIMINATION AND HARASSMENT**

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## **SECTION 1: PURPOSE**

The Oneonta City School District believes in the dignity of the individual and recognizes the rights of all people to equal employment opportunities in the workplace. In this regard, the Oneonta City School District, (hereinafter "District"), is committed to a policy of protecting and safeguarding the rights and opportunities of all people to seek, obtain and hold employment without subjugation to harassment or discrimination in the workplace. It is the District's policy to provide an employment environment free from harassment and discrimination based on race, color, gender, religion, religious creed, sex, familial or marital status, age, national origin or ancestry, physical or mental disability, genetic information/predisposition or carrier status, military or veteran status, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender, pregnancy (including childbirth and related medical conditions, and including medical conditions related to lactation) citizenship, domestic violence victim's status or any other characteristics protected by applicable federal, state or local law.

Scope of Policy This Policy applies to all District employees and all personnel in a contractual or other business relationship with the District including, for example, applicants, temporary or leased employees, interns (whether paid or unpaid), independent contractors, vendors, consultants, volunteers and visitors. In the remainder of this Policy, the term "employees" refers to this collective group. This Policy applies with equal force on District property as it does at District-sponsored events, programs, and activities that take place off District premises.

Policy Objectives By adopting and publishing this Policy, it is the intention of the District's Board of Education to:

1. Notify employees about the types of conduct that constitute harassment and discrimination prohibited by this Policy;
2. Inform employees about the complaint procedures established by the District that enable any employee who believes (s)he is the victim of harassment or discrimination to submit a complaint which will be investigated by the District;
3. Clearly advise all supervisory staff, administrators, and employees that harassment and discrimination is strictly prohibited and no such person possesses the authority to harass or discriminate; and
4. Notify all employees that the District has appointed Compliance Officers who are specifically designated to receive complaints and ensure compliance with this Policy.

NOTE: The names and office location of each Compliance Officer designated to receive and investigate complaints are listed below in *Section 11* of this Policy. Any change in the designated Compliance Officers shall be distributed in writing to all current employees and shall be posted.

## **SECTION 2: DEFINITIONS**

### **"Prohibited Discrimination of Employees"**

Prohibited discrimination of employees can take the form of any adverse employment action against an employee, by either a District employee or official or a third party engaged in activities sponsored by the District which is based upon the employee's protected

characteristic. Prohibited discrimination of employees also includes harassment based on a protected characteristic even where there is no tangible impact upon the employee's employment opportunities and/or employment benefits. The phrase "prohibited discrimination" as used in this Policy includes all forms of prohibited discrimination and harassment based on a protected characteristic, including "Sexual Harassment" as defined below.

### **"Harassment"**

Harassment is strictly prohibited and includes, but is not limited to, conduct that is unwelcome and has the purpose or effect of unreasonably interfering with a person's work performance, or creating an intimidating, hostile or offensive working environment. Such harassment of employees is prohibited by this Policy if it is based on a protected characteristic or directed at an individual because of a protected characteristic. In this regard, individuals subject to this Policy should be mindful that conduct or behavior that is acceptable, amusing or inoffensive to some individuals may be viewed as unwelcome, abusive or offensive to others.

### **"Sexual Harassment"**

Sexual harassment is strictly prohibited. It is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual (e.g., promotion, transfer, demotion, termination); or
3. Such gender-based conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or of creating an intimidating, hostile or offensive working environment, even if the reporting individual is not the intended target of the sexual harassment.

The foregoing includes offensive comments, jokes, innuendoes or other statements of a sexual or gender-based nature as well as favoritism between a supervisor and subordinate based on an intimate/sexual relationship or desire for the same.

### **Who can be the target of sexual harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

## **Where can sexual harassment occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

## **"Prohibited Behavior and Examples of Harassment, including Sexual Harassment"**

Specific forms of behavior the District considers harassment or sexual harassment are set forth below. Every conceivable example cannot be delineated herein, and thus the descriptions below should not be interpreted in any way as being all-inclusive.

- Verbal: Abusive verbal language including jokes, comments, teasing or threats related to an employee's protected characteristic, sexual activity and/or body parts whether or not said in that person's presence including, but not limited to: sexual innuendos; slurs; suggestive, derogatory, or insulting comments or sounds; whistling; jokes; propositions; threats; comments on a person's appearance that make the person feel uncomfortable because of his or her protected characteristic; sex stereotyping, continuing to ask someone for dates or to meet after work after the person has made it clear that he or she does not want to go; comments about an employee's anatomy or protected characteristic that are unwelcome, unreasonably interfere with an employee's work performance, or create an intimidating, hostile or offensive work environment; and unwelcome advances or demands based on someone's protected characteristic.
- Nonverbal: Abusive written language showing or displaying pornographic or sexually explicit objects or pictures; graphic commentaries based on a protected characteristic; derogatory cartoons or caricatures; luring or obscene gestures in the workplace; staring at a person's body in a sexually suggestive manner; gestures or motions based on a protected characteristic; sending material through the District e-mail system or other electronic communication devices (e.g. voice mail) or using the District's mail, computers or cell phones to view material that is demeaning or derogatory based on one's protected characteristic.
- Physical: Unwelcome physical conduct, including but not limited to: hitting, pushing, shoving, slapping, petting, pinching, grabbing, holding, hugging, kissing, tickling, massaging, displaying private body parts, coerced sexual intercourse, rape or assault or attempts to commit these assaults, persistent brushing up against a person's body, unnecessary touching and flashing or other unwelcome physical conduct.
- Other: Hostile actions taken against an individual because of an individual's sex, sexual orientation, gender identity and the status of being transgender or because of any other protected characteristic, such as: interfering with, destroying or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job; sabotaging an individual's work; bullying, yelling, or name-calling.

Any employee who feels discriminated against or harassed should report so that any violation of this Policy can be corrected promptly. Any harassing conduct, even if a single incident, can be addressed under this Policy.

## **SECTION 3: POLICY**

The District prohibits harassment and discrimination based on any characteristic protected by applicable law and will not tolerate any form of unlawful discrimination or harassment. The District will take all steps necessary to prevent and stop the occurrence of unlawful discrimination and/or harassment, including sexual harassment, in the workplace.

All employees, including but not limited to, District officials and supervisory personnel, are responsible for ensuring a work environment free from prohibited harassment and discrimination. All employees will be held responsible and accountable for avoiding or eliminating inappropriate conduct that may give rise to a claim of harassment or discrimination. Employees are encouraged to report violations to a supervisor, administrator, or one of the Compliance Officers listed in Section I I of this Policy in accordance with the Complaint Procedure set forth in this Policy. Officials, administrators and supervisors must take immediate and appropriate corrective action when suspected instances of prohibited harassment and/or discrimination come to their attention to assure compliance with this Policy as well as report the suspected misconduct to the District's designated Compliance Officers. Furthermore, if any employee believes that any member of management has violated this policy or has not properly responded to and/or handled a report or concerns of discrimination or harassment, the employee should immediately contact one of the District's designated Compliance Officers.

Each employee is assured pursuant to Section 6 of this Policy, that retaliation against an individual who makes a complaint or report under this Policy is absolutely prohibited and constitutes, in and of itself, a violation of this Policy. Employees who engage in retaliation against any employee for making a good faith complaint of harassment or discrimination, for opposing in good faith any practices forbidden by applicable anti-discrimination laws or for filing a good faith complaint with, or otherwise participating in any manner in an internal workplace investigation or an external investigation, proceeding or hearing conducted by any federal or state agency charged with enforcing employment discrimination laws shall be subject to discipline, up to and including termination of employment. Any employee who believes he/she has been retaliated against in violation of this policy should report violations to one of the Compliance Officers listed in Section I I of this Policy in accordance with the Complaint Procedure set forth in this Policy.

Any questions regarding the scope or application of this Policy should be directed to one of the Compliance Officers listed in Section II of this Policy.

## **SECTION 4: POLICY ENFORCEMENT**

### **A. Complaint Procedure for Employees**

#### **1. Notification Procedure**

Prompt reporting of complaints or concerns is encouraged so that timely and constructive action can be taken before relationships become strained. Reporting of all perceived incidents of prohibited discrimination and/or harassment is encouraged and essential, regardless of the offender's identity or position. An employee or other individual who feels aggrieved because of harassment or discrimination shall contact his or her supervisor or a Compliance Officer listed in Section II of this Policy, or another administrator. Likewise, anyone who witnesses or becomes aware of instances of harassment or discrimination should report such behavior to his or her supervisor or a Compliance Officer listed in Section II of this Policy, or another administrator.

## 2. Making a Complaint

Complaints are accepted orally and in writing. All employees are encouraged to use the District's "Complaint of Alleged Discrimination" form. A copy of this form is attached to this Policy. Additional complaint forms can be obtained from a Compliance Officer, with no questions asked, or from the District's website. Because an accurate record of the allegedly objectionable behavior is necessary to resolve a complaint of prohibited discrimination or harassment, the District encourages employees to place complaints in writing, even if originally made orally. If an employee has any questions or difficulty filling out the complaint form, she/he can obtain assistance from any one of the Compliance Officers or the supervisor to which he/she complained. All complaints should include: the name of the complaining party, the name of the alleged offender(s), date(s) of the incident(s), and description of the incident, names of witnesses to the incident and the signature of the complaining party.

Once the complaining party has completed and dated a complaint, with or without the assistance of one of the District's Compliance Officers or a supervisor, the written complaint, or oral complaint as the case may be, should be promptly forwarded to one of the District's Compliance Officers.

Complainants are expected to cooperate with the District's investigation procedures by providing all relevant information relating to the complaint, as are other supervisory and nonsupervisory employees having relevant or related knowledge or information.

## 3. Supervisory Responsibilities

All supervisors and administrators who receive a complaint or information about suspected harassment or discrimination, observe what may be harassing behavior or for any reason to suspect that harassment is occurring, are required to report such suspected harassment or discrimination to one of the District's Compliance Officers.

In addition to being subject to discipline if they engaged in harassing conduct themselves, supervisors and administrators will be subject to discipline for failing to report suspected harassment or otherwise knowingly allowing harassment to continue.

Supervisors and administrators will also be subjected to discipline for engaging in any retaliation.

### **B. Time for Reporting a Complaint**

Prompt reporting of all complaints is strongly encouraged. All employees should be aware that appropriate resolution of complaints and effective remedial action oftentimes is possible only when complaints are promptly filed.

### **C. Confidentiality and Privacy**

The District shall keep complaints as confidential as is consistent with a thorough investigation, applicable collective bargaining agreements, and other laws and regulations regarding employees. To the extent complaints made under this Policy implicate criminal conduct, the District may be required by law to contact and cooperate with the appropriate law enforcement authorities.

### **D. Acknowledgement of Complaint**

Upon receipt of an oral or written complaint, the Compliance Officer should endeavor to contact promptly the complainant to confirm that the complaint has been received. If the complainant does not receive such confirmation promptly, she/he is encouraged to contact a Compliance Officer or his/her supervisor or the supervisor to whom the complaint was

made to ensure its receipt. The purpose of this acknowledgment procedure is to ensure that all complaints are received by authorized individuals, carefully processed and promptly investigated.

## **SECTION 5: INVESTIGATION PROCEDURES**

### **A. Timing of Investigations**

The District will promptly investigate all allegations of discrimination and harassment prohibited by this Policy. The District will also attempt to complete investigations under this Policy promptly. The length of the investigation will depend upon the complexity and particular circumstances of each complaint.

### **B. Method of Investigation**

Investigations will provide all parties due process, and reach reasonable conclusions based on the evidence collected. Investigations will be conducted by District Compliance Officers, District's legal counsel, and/or other impartial persons designated by the District. The primary purposes of all investigations under this Policy will be to determine:

- Did the conduct complained of occur?;
- Did the conduct complained of violate this Policy?; and
- What remedial measures or preventative steps, if any, shall be taken?

Investigations will necessarily vary from case to case and may typically include the following: fact-finding interviews, including of the accuser and the accused; document request, review and preservation, depositions, observations, or other reasonable methods. District investigators should pursue reasonable steps to investigate each complaint in a thorough and comprehensive manner. Any notes, memoranda, or other records created by District employees or agents conducting an investigation under this Policy shall be deemed confidential and privileged to the extent allowed by law.

Investigators will typically create a written documentation of the investigation (such as a letter, memo or email), which contains the following:

- A list of all documents reviewed, along with a detailed summary of relevant documents;
- A list of names of those interviewed, along with a detailed summary of their statements;
- A timeline of events;
- A summary of prior relevant incidents, reported or unreported; and
- The basis for the decision and final resolution of the complaint, together with any remedial actions.

### **Notification to Complaining Party and the Accused Party**

The results of the investigation shall be communicated in writing to both the person filing the complaint and the accused party,

### **Remedial Measures**

This Policy is intended to prevent all forms of unlawful discrimination and harassment and put an end to any prohibited discrimination that is found to have occurred. While disciplinary action may be appropriate in certain instances, punitive measures are not the exclusive means for responding to prohibited discrimination or harassment. During the pendency of any investigation being conducted pursuant to this Policy, remedial measures

may be taken if appropriate and necessary.

Any individual who is found to have engaged in prohibited discrimination or harassment or conduct which may be prohibited by this Policy, may receive education, training, counseling, warnings, discipline, or other measures designed to prevent future violations of this Policy.

Disciplinary action may include: warnings, suspension, or discharge from employment or such disciplinary action as may be permitted by applicable collective bargaining agreements and law. Any third party found to have engaged in discrimination or harassment of an employee may be barred from District property.

## **SECTION 6: PROHIBITION AGAINST RETALIATION AND ABUSE**

Unlawful retaliation can be any action that could discourage an employee from coming forward to make a complaint or support a discrimination or harassment claim. Adverse action need not be job-related or occur in the workplace to constitute retaliation (e.g., threats of physical violence outside of work hours).

Retaliation is strictly prohibited by this Policy and by law against anyone for making a good faith complaint of harassment or discrimination, for opposing in good faith any practices forbidden by applicable anti-discrimination laws or for filing a good faith complaint with, or otherwise participating in any manner in an internal workplace investigation or an external investigation, proceeding or hearing conducted by any federal or state agency charged with enforcing employment discrimination laws.

Even if the alleged harassment or discrimination does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if he/she had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.

Complaints of retaliation should be brought directly to a Compliance Officer. Such complaints will be promptly investigated. If retaliation is found, the person retaliating will be subject to corrective action up to and including termination from employment, or in the case of a non-employee, an appropriate remedy up to and including termination of the business relationship.

## **SECTION 7: APPEALS**

Any complainant or accused party who wishes to appeal the conclusion which the District reached in investigating a complaint filed under this Policy, may do so within ten (10) calendar days of receipt of the appealing party's notification of the investigation outcome. Untimely submissions shall not receive consideration. Such appeal must be made in writing to the District Board of Education. The appealing party shall be entitled to present evidence in writing as to why the conclusion was flawed, improper, or otherwise not supported by the evidence. The District's consideration and review of any such appeal shall be conducted confidentially in executive session. Following a review of that evidence, as well as the information obtained in the investigation process and conclusions derived there from, the District Board of Education, or its designee, shall render a decision. That decision shall be final. The appealing party shall be notified of the decision in writing.

Nothing set forth in the Appeal Process above shall be construed to in any way confer upon either the complainant(s) or the person(s) accused of violating this Policy any right to appeal the District's determination as to appropriate disciplinary and/or corrective action to be taken on meritorious complaints. In this regard, the District at all times retains sole discretion to determine the appropriate disciplinary and/or corrective action to be taken with regard to a meritorious complaint.

## **SECTION 8: RECORD KEEPING**

The District shall maintain a written record of all complaints of discrimination and/or harassment for a period of at least three years. The District shall also document the steps taken with regard to investigations, as well as conclusions reached and remedial action taken, if any. The District shall also maintain these documents for, at a minimum, three years.

The District's records regarding alleged discrimination and harassment shall be maintained separate and apart from personnel records in a secure and confidential location.

## **SECTION 9: LEGAL PROTECTIONS AND EXTERNAL REMEDIES**

Discrimination and harassment based on protected characteristics, including sexual harassment, are not only prohibited by the District but are also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the District, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

### **State Human Rights Law (HRL)**

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment and harassment based on other protected characteristics set forth in this Policy, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged harassment, including sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the District does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual or other illegal harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual or other illegal harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees (in sex discrimination and sexual harassment cases only) and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [dhr.ny.gov](http://dhr.ny.gov)

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint\\_for](http://dhr.ny.gov/complaint_for) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR' s regional offices across New York State.

## **Civil Rights Act of 1964**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the discrimination or harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

## **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306- 7450; or visit [www.nyc.gov/html/cclu/html/home/home.shtml](http://www.nyc.gov/html/cclu/html/home/home.shtml).

## **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

## **SECTION 10: QUESTIONS**

Any questions by employees of the District about this Policy or potential harassment or discrimination should be brought to the attention of one of the District's Compliance Officers. The names, addresses, and telephone numbers of the District's Compliance Officers are listed in Section 11 of this Policy.

## **SECTION 11: COMPLIANCE OFFICERS**

Nancy Osborn, Principal, Greater Plains Elementary School, 60 West End Avenue, Oneonta, NY 13820, (607) 433-8272

Thomas Brindley, Assistant Superintendent of Schools, Room 213, 31 Center St., Oneonta, NY 13820, (607) 433-8200, ext. 1331

## **SECTION 12: EFFECTIVE DATE AND POLICY DISSEMINATION**

The effective date of this Policy shall be October 9, 2018. The District Superintendent shall ensure that this Policy is adequately disseminated and made available to all employees of the District. This Policy shall be distributed at the beginning of each year. In addition, copies of this Policy and Complaint Form shall be maintained in the office of each Compliance Officer as well as the District's Policy Book that is available at the offices of the Oneonta City School District, located at 31 Center Street, Oneonta, New York.

Upon the effective date of this Policy, the provisions of this Policy shall supersede and replace the following prior District policies and regulations regarding employee discrimination and harassment: Oneonta City School District Policy Manual, Section B, Policy B1 [Anti-Discrimination Policy] and Section B, Policy B2 [Sexual Harassment Policy].

### **ACKNOWLEDGEMENT OF RECEIPT OF DISTRICT'S POLICY AGAINST DISCRIMINATION AND HARASSMENT**

From: Thomas Brindley -Assistant Superintendent of Schools To: All OCSD employees

Subject: Acknowledgement of Receipt of District's Policy Against Discrimination and Harassment

The District is committed to a policy of protecting and safeguarding the rights and opportunities of all people to seek, obtain and hold employment without being subjected to harassment or discrimination in the workplace. It is the District's policy to provide a workplace environment free from harassment and discriminatory practices.

The District has adopted and disseminated a revised Policy Against Discrimination and Harassment. Please sign the attached acknowledgement that you have received a copy of the revised Policy, have reviewed it, and have been afforded an opportunity to ask a District Compliance Officer any questions you may have regarding the Policy. Return the signed acknowledgement to Thomas Brindley, Assistant Superintendent of Schools, 31 Center Street, Oneonta, NY 13820,

Thank you for your assistance in this matter. If you have any further questions regarding this Policy, feel free to contact Compliance Officer Nancy Osborn or Compliance Officer Thomas Brindley.

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### **ACKNOWLEDGEMENT OF RECEIPT OF DISTRICT'S POLICY AGAINST DISCRIMINATION AND HARASSMENT**

I, \_\_\_\_\_, have received the District's Policy Against Discrimination and Harassment adopted effective October 9, 2018, I have reviewed this Policy, and I have had the opportunity to ask questions regarding the Policy.

Signature of Employee:

Date:

# COMPLAINT FORM

In order to assist the Oneonta City School District in investigating your allegations of harassment, discrimination or retaliation in a prompt and thorough fashion, please complete this form to the best of your abilities and with as much detail as you are able. Once completed, please submit this form to a District Compliance Officer identified in Section 11 of the District Policy Against Discrimination and Harassment. If additional space is needed in order to respond to any question below, please attach additional pages as necessary and identify which question corresponds to the information set forth in the additional pages. Any questions regarding this form may be directed to a District Compliance Officer. No individual will be retaliated against for filing a complaint.

Name of Complainant:

Date Submitted:

Job Title:

Address:

Home Phone:

Cell:

Work:

(Please circle the number you'd prefer us to call.)

Email:

Name of Victim (if different than Complainant):

Basis of this complaint (check all that apply):

Race/color

Gender expression

Age

Gender identity

National Origin

Transgender status

Disability

Genetic predisposition

Sex/gender

Military/veteran status

Sexual harassment

Citizenship

Pregnancy

Religion/Religious creed

Marital Status

Domestic violence victim status

Familial Status

Retaliation

Sexual orientation

Other/Not sure

If checked "Other/Not Sure," please briefly explain:

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Time(s) and date(s) the incident(s) took place:

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Name(s) and office address of the individual who allegedly engaged in the harassment, discrimination or retaliation. If more than one, list all.

Name:

Location:

Describe the incident(s) which occurred with as much detail as you are able, including why you believe the incident(s) constitute harassment, discrimination or retaliation (please attach any documentation or evidence you believe is relevant to the incident):

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Describe briefly what you would consider to be appropriate resolution of the conduct described above (Please note that the Oneonta City School District retains the sole discretion and authority to determine the appropriate disciplinary and/or corrective action to be taken with regard to meritorious complaints. This question should not be construed in any way to constitute a forfeiture of that discretion or authority.)

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Identify all persons who witnessed the incident(s) described above:

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Please identify any other persons you believe have knowledge important to the incident(s) in question, including his/her contact information and a brief description of the knowledge held by each person:

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Have you filed a complaint or charge with a Federal, State, or Local Government agency related to the incident(s) identified above?

Yes  No

Has this incident or occurrence been previously reported to the Oneonta City School District?

Yes  No

If yes, when and to whom?

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If the incident or occurrence has been previously reported, please describe the remedy, outcome or resolution:

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I swear or affirm that I have read the above complaint and that it is true to the best of my knowledge, information and belief.

Complainant's Signature:

Date:

Received by:

Signature:

Date:

Print name:

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For Employer Use Only – To Be Completed Upon Receipt

Recipient of Complaint (print):

Date, Time and Manner (e.g. personal delivery, mailbox, etc.) of Receipt:

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# **POLICY B.3**

## **SUBJECT: WELLNESS POLICY**

It is the policy of the Board of Education, pursuant to the National School Lunch Act and the Child Nutrition act of 1966, that:

a) Nutrition education shall be integrated into the district health curriculum at all academic levels consistent with the State's health education standards. The curriculum shall include the following goals:

1. Increase students' nutritional knowledge, including, but not limited to, the benefits of healthy eating, essential nutrition, weight management, safe food preparation, handling and storage.
2. Increase students' understanding of food labels, nutritional information and misinformation as well as commercial food advertising.

b) The benefits of physical activity shall be integrated into the district physical education curriculum and health curriculum at all levels and implemented within the school on a regular basis to meet the following goals:

1. Time in the elementary school day for supervised recess.
2. Opportunities and encouragement for students to voluntarily participate in the before and after school physical activity programs.

c) The district shall provide food to students in accordance with State and Federal nutritional guidelines and include:

1. A food service program that employs well prepared staff who serve appealing choices of nutritious food.
2. Opportunities for staff to model healthy eating habits.
3. A clean, safe, enjoyable meal environment for students.

d) The school district guidelines for reimbursable school meals shall not be less restrictive than regulations and guidelines issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and section 9 (f) (1) and 17 (a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758 (f) (1), 1766 (a) (0), as applied to school.

e) A plan for measuring implementation of this policy shall be created and monitored by the Superintendent or designee and the Board further designates the responsibility of ensuring the school district meets the criteria of this policy to the Superintendent. The plan shall include the following:

1. Methods of reporting on program implementation;
2. Methods for collection and evaluation of results of the program;
3. Strategies for identifying weak areas of the program and means for improving those areas;

4. Means for ensuring various components of the program are integrated within the basic operation of the district and are designed to reinforce one another and present consistent messages to student learning.

Adopted: 7/07/10

# **POLICY B.4**

## **SUBJECT: VOTER PROPOSITIONS**

Unless otherwise required by law, all propositions submitted by anyone other than the Board of Education must be submitted by written petition to the Board of Education, at least 30 days prior to the meeting or election considering the proposition. The petition must include at least 25 signatures in support from those eligible to vote on the proposition.

\* This policy is only required when the District uses voting machines.

Adopted: 7/07/10

# **POLICY B.5**

## **SUBJECT: ACCESS RECORDS UNDER PUBLIC OFFICERS LAW ARTICLE 6**

### **1. Chief Executive's Duties**

The Chief Executive Officer shall be responsible for insuring compliance with these regulations and shall designate one or more persons as Records Access Officer by name or by specific job title and business address who shall have the duty of coordinating the District's response to public requests for access to records.

### **2. Records Access Officer**

The Records Access Officer is responsible for assuring that district personnel:

- a. Maintain an up-to-date subject matter list.
- b. Assist the requester in identifying requested records, if necessary.
- c. Upon locating the records, take one of the following actions:
  - i. Make records promptly available for inspection: or,
  - ii. Deny access to the records in whole or in part and explain in writing the reasons therefore.
- d. Upon request for copies of records:
  - i. Make a copy available upon payment or offer to pay established fees, if any; or,
  - ii. Permit the requester to copy these records.
- e. Upon request, certify that a transcript is a true copy of records copied.
- f. Upon failure to locate records, certify that:
  - i. The District is not the legal custodian for such records;
  - ii. The records of which the District is a legal-custodian cannot be found after diligent search.

### **3. Location**

The District records shall be available for public inspection and copying at the District Office.

### **4. Hours for Public Inspection**

The District shall accept requests for public access to records and produce records during all hours the District offices are regularly open for business.

### **5. Requests for Public Access to Records**

- a) Where a request for records is required, such request may be oral or in writing. However, a written request shall not be required for records that have been customarily available without written request. Requests will be accepted by e-mail.

- b) A request shall reasonably describe the record or records sought. Whenever possible, a person requesting records shall supply information regarding dates, file designations or other information that may help to describe the records sought.
- c) If a record sought cannot be supplied within five business days of receipt of a request, the District shall furnish a written acknowledgement of receipt of the request and a statement of the approximate date when the request will be granted or denied. If access to records is neither granted nor denied within ten business days after the date of acknowledgement of receipt of the request, the request may be construed as a denial of access that may be appealed.
- d) The District shall maintain a reasonably detailed current list by subject matter of all records in its possession, whether or not records are available pursuant to Public Officers Law, Section 87-2.
  - i. The subject matter list shall be sufficiently detailed to permit identification of the category of the record sought.
  - ii. The subject matter list shall be updated not less than twice per year. The date of the most recent updating shall appear on the first page of the subject matter list.
- e) No records may be removed by the requester from the office where the record is located without the permission of the Chief Executive Officer.

## **6. Denial of Access of Records**

- a) The District Board President shall hear appeals for denial of access to records under the Freedom of Information Law.
- b) Denial of access shall be in writing stating the reason therefore and advising the requester of his/her right to appeal to the Board President, who shall be identified by name, business address and business telephone number.
- c) If the District fails to provide requested records promptly as required by Sections, such failure shall be deemed a denial of access by the District.
- d) Any person denied access to records may appeal within 30 days of denial.
- e) The time for deciding the appeal by the Board President shall commence upon receipt of written appeal identifying:
  - i. The date and location of request for records.
  - ii. The records to which the requester was denied access; and
  - iii. The name and return address of the requester.
- f) The District shall transmit to the Committee on Public Access to Records, copies of all appeals upon receipt of an appeal.

Such copies shall be addressed to:

Committee on Public Access to Records Department of State  
162 Washington Avenue Albany, New York 12231

g) The School Board President shall inform the requester and the Committee on Public Access to Records of his decision in writing within seven business days of an appeal. The determination shall be transmitted to the Committee on Public Access to Records in the same manner as set forth in subdivision f of this section.

h) A final denial of access to a requested record shall be subject to court review, as provided in Article 78 of the Civil Practice Law and Rules.

## **7. Fees**

a) There shall be no fee charge for the following:

- i. Inspection of records;
- ii. Search for records; or,
- iii. Any certification pursuant to this bylaw.

b) A charge for copies of records shall be as follows:

- i. The fee for copying records shall be 25 cents per page for photocopies not exceeding 9 x 14 inches.
- ii. The fee for copies of records not covered by paragraph i. above shall not exceed the actual copying cost which is the average unit cost for copying a record, excluding fixed cost of the District, such as operators' salaries.

## **8. Public Notice**

The District shall publicize by publication in the local newspaper having general circulation in the District:

- a) The location where public records shall be made available for inspection and copying.
- b) The name, title, business address and business telephone number of the designated Records Access Officer.
- c) The right to appeal by any requester denied access to a record for whatever reason and the name and business address of the person to whom an appeal is to be directed.

Adopted: 7/07/10

# **ONEONTA CITY SCHOOL DISTRICT**

## **PUBLIC NOTICE IN ACCORDANCE WITH THE REGULATIONS OF THE COMMITTEE ON PUBLIC ACCESS TO RECORDS**

- I. The location where records shall be made available for inspection and copying is the District Office.
- II. The records access officer is:  
OCSD Business Manager District Office  
(607) 433-8200
- III. A person denied access to a record for whatever reason shall have the right to appeal in accordance with the bylaw of the District. The appeal officer is:  
Oneonta City School District Board of Education c/o Board President  
District Office Oneonta, New York 13820

Dated:

## **POLICY B.6**

### **SUBJECT: NOTIFICATION OF BREACH OF SECURITY**

The Superintendent or his/her designee shall notify the owner of any private information within a reasonable time frame when the District experiences a breach of the security of its computer system. Such notification may occur by either written or electronic notice.

For purposes of this policy, private information means personal information in combination with either a person's social security number, driver's license number or non-driver identification card or account number, credit card or password which would permit access to an individual's financial account.

Breach of security means unauthorized acquisition of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the District.

Adopted: 7/07/10

## **POLICY B.7**

### **SUBJECT: ONEONTA CITY SCHOOL DISTRICT TITLE I PARENTAL INVOLVEMENT POLICY**

The Board of Education, recognizing that parental involvement is essential to the success of the child, is committed to a strong parent-school partnership. The Board of Education further recognizes the rights of parents/persons in parental relation to be fully informed of all information relevant to their children, including children who participate in programs and projects funded by Title I. Therefore, the Board of Education encourages the participation of parents of students eligible for Title I services in all aspects of their child's education, including the development and implementation of district programs, as well as activities and procedures that are designed to carry out No Child Left Behind (NCLB) parental involvement goals.

#### **District-Wide Parental Involvement Policy**

In order to facilitate parental partnership, in accordance with NCLB requirements, as outlined in Section 1118 of the Elementary and Secondary Education Act, the District will:

- A Involve parents in the joint development of the Title I Plan. If the plan is not satisfactory to the parents of participating children, the District will submit any parent comments with the plan when it is submitted to the State Education Department;
- B Develop a written parental involvement policy that establishes the district's expectations for parental involvement. The policy will be developed jointly with, and agreed upon with, the parents of children participating in Title I, Part A programs. The policy will be incorporated into the District Title I Plan, distributed at the annual Title I information meeting, made available at each Title I school, and posted on the District website;
- C Put into operation programs, activities and procedures, for the involvement of parents in all of its schools with Title I, Part A programs, consistent with section 1118 of the Elementary and Secondary Education Act (ESEA). These programs, activities and procedures will be developed as a result of meaningful consultation with parents of participating children;
- D Provide the coordination, technical assistance, and support necessary to assist participating schools in planning and implementing effective parental involvement activities to improve student achievement and school performance by:
  - 1. establishing a high-quality curriculum and instruction throughout the district that enables all students to meet the State's academic standards,

2. providing staff development focusing on the relationship of effective parental involvement to improved student achievement,
3. using the District website to disseminate information regarding working with children at home and to serve as a clearing house for parental involvement activities, and

E Build the schools' and parents' capacity for strong parental involvement through implementing and encouraging participation in appropriate parental involvement activities by:

1. offering meetings to explain the State's academic content and student achievement standards, and State and local assessments,
2. providing training in understanding and using materials at home that support the schools' curriculum,
3. inviting parents to share their talents, interests and occupations with school groups, and
4. encouraging parents to visit and observe their child's classroom;

F Coordinate and integrate to the extent appropriate, parental involvement strategies under Title I with those of other programs including, but not limited to, Head Start, Universal and Targeted Pre-K and other programs that encourage and support parental participation in the education of their children;

G Involve parents in the activities of the Title I schools by:

1. convening an annual meeting for parents of its Title I schools to explain their schools' programs, Title I requirements and the right of parents to be involved,
2. holding meetings at flexible times that focus on curriculum, strategies and skills emphasized by Title I staff, and ways to work with children at home,
3. providing newsletters to inform parents of upcoming events,
4. training parents in the use of technology as a learning tool, including how to access and use the District and State websites, and
5. publishing and making available the schedule of State assessments.

H Involve parents of children in Title I programs in decisions regarding how funds reserved for parental involvement are spent by soliciting input and suggestions from the District Title I Parental Involvement Advisory Council to develop meaningful activities; and

I Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the Title I schools by:

1. identifying barriers to greater participation by parents through consultation with school guidance counselors, building administrators, classroom teachers, and building-level and district leadership teams,
2. documenting parental involvement activities in each Title I school, and

3. surveying parents regarding their understanding of the policy, their right to be involved and the effectiveness of the parental involvement program.

The District Title I Coordinator, Parental Involvement Coordinator and Title I Parental Involvement Advisory Council will review the findings of the evaluation at its annual planning meeting. More effective parental involvement strategies may be designed and, if necessary, the parental involvement policies at the District and school levels will be revised.

### **School-Level Parental Involvement Policy**

In accordance with Section 1118 the Board of Education directs each school receiving Title I, Part A funds to ensure that a building level parental involvement plan is developed with the participation of that school's parents. In addition to the goals stated above, each school will:

- A Invite all parents of participating students to the annual district-wide Title I information meeting and encourage them to attend;
- B Inform parents of participating children of the reasons their children are participating in the program, and of the specific instructional services, objectives and methods to be implemented;
- C Offer a flexible number of meetings, such as in the morning or evening; and may provide (with funds provided under this provision of law) transportation, child care or home visits, as such services relate to parental involvement;
- D Involve parents in an organized, ongoing and timely way in the planning, review and improvement of Title I programs, including the planning, review and improvement of the school parental involvement policy;
- E Provide parents of participating children with timely information about programs, a description and explanation of the curriculum in use in Title I programs, the forms of academic assessment used to measure student progress, the proficiency levels students are expected to meet, and if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children and respond to any such suggestions as soon as practicably possible; and
- F Develop a school-parent compact jointly with parents outlining how the parents, school staff and students will share the responsibility for improved student academic achievement and detail the means by which the school and parents will build and develop a partnership to help all children achieve the State's standards. The compact must include:
  - G  
    1. A description of the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served in Title I schools to meet the State's student academic achievement standards,
    2. A description of the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, television watching, volunteering in their child's

classroom and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time, and

3. Means to address the importance of communication between teachers and parents on an ongoing basis including, but not limited to:
  - a. Parent-teacher conferences, at least once per semester, during which the compact shall be discussed as it relates to the individual child's achievement,
  - a. Quarterly reports to parents on their children's progress, and
  - a. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.

To ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community in order to improve student academic achievement, the District and each school shall:

- A Hold meetings and provide printed materials to assist parents of children served by the District or school, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments;
- B Provide printed information and workshops focusing on strategies to assist parents in monitoring a child's progress and work with educators to improve the achievement of their children;
- C Provide monthly newsletters, book bag reading kits and other materials and training to help parents work with their children to improve their academic achievement;
- D Provide information on community resources that offer training to parents who lack literacy skills or whose native language is not English;
- E Provide training to use and access the District and State Educational Department websites and their links to parental involvement sites;
- F Encourage parents of Title I children to become involved in shared decision-making groups such as parent-teacher organizations, building teams and district leadership teams to facilitate in educating teachers, pupil services personnel, principals, and other staff in the value and utility of contribution of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;
- G Coordinate and integrate to the extent feasible and appropriate, parent involvement programs and activities with Head Start, Universal and Targeted Pre-K and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; and
- H Ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand.

In addition to the above activities which are required for the District and each school, the District and each school:

- A. May involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training;
- B. May provide necessary literacy training from funds received under this part if the local educational agency has exhausted all other reasonably available sources of funding for such training;
- C. May pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
- D. May train parents to enhance the involvement of other parents;
- E. May arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;
- F. May adopt and implement model approaches to improving parental involvement;
- G. May establish a District-wide parent advisory council to provide advice on all matters related to parental involvement in programs supported under this section;
- H. May develop appropriate roles for community-based organizations and businesses in parent involvement activities; and
- I. Shall provide such other reasonable support for parental involvement activities under this section as parents may request.

In carrying out the parental involvement requirements, the District and schools, to the extent practicable, shall provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under Section 6311 of the Elementary and Secondary Education Act in a format and, to the extent practicable, in a language such parents understand.

### **Procedures for Filing Complaints/Appeals**

The District will disseminate free of charge to parents of children in Title I programs, and to appropriate private school officials or representatives, adequate information regarding the District's written complaint procedures for resolving issues of violation(s) of a Federal statute or regulation that applies to Title I, Part A programs.

## **Comparability of Services**

The School District shall ensure equivalence among the schools in the District of the same grade span and levels of instruction with regard to teachers, administrators and auxiliary personnel as well as equivalence in the provision of curriculum materials and instructional supplies in Title I programs.

Adopted: 7/07/10

## **POLICY B.8**

### **SUBJECT: INTERPRETATION SERVICES FOR PARENTS AND PERSONS IN PARENTAL RELATIONSHIP WHO ARE HEARING IMPAIRED**

DEFINITIONS: For purposes of this subdivision:

**HEARING IMPAIRED** shall include any hearing impairment, whether permanent or fluctuating, the result of which prevents a meaningful participation in school district meetings or activities.

**MEETING OR ACTIVITY** shall mean those school-initiated meetings or activities attended by parents or persons in parental relationship who are hearing impaired, which are specific to the academic and/or disciplinary aspects of their child's educational program, including, but not limited to, parent-teacher conferences; child study or building level team meetings; planning meetings with school counselors regarding educational progress and career planning; suspension hearings or any conference with school officials relating to disciplinary actions.

**SCHOOL DISTRICT MEETINGS AND ACTIVITIES:** At any meeting or activity which is conducted by the board of education, trustees, school district or a district school attended by parents or persons in parental relationship who are hearing impaired, such board of education or trustees shall provide interpreter services at no charge to parents or persons in parental relationship, provided that a written request therefore is received by the superintendent at least three business days prior to the event at which the interpreter is needed. In the event that an interpreter of the deaf is unavailable, the school district shall make other reasonable accommodations which are satisfactory to the parents or guardians.

Examples of other potential reasonable accommodations include adjourning the meeting until an interpreter is available, provide amplification or other equipment to assist the hearing impaired individual or providing the individual with a written summary of the meeting within a reasonable time after the meeting.

Adopted: 7/07/10

# **POLICY B.9**

## **SUBJECT: CODE OF ETHICS**

A local code establishing standards of conduct for officers and employees of the Oneonta City School District.

BE IT RESOLVED, by the Board of Education of the Oneonta City School District as follows:

### **SECTION 1**

Pursuant to the provisions of Section 806 of the General Municipal Law, the Board of Education of the Oneonta City School District recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our school system. It is the purpose of the local code to promulgate these rules of ethical conduct for the officers and employees of the Oneonta City School District. The rules of ethical conduct of this local code as adopted, shall not conflict with, but shall be in addition to, any prohibition of Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

### **SECTION 2**

DEFINITION:

- a) *Municipal Officer or Employee* means an officer, board of education member, teacher, or employee of the Oneonta City School District, whether paid or unpaid, including members of any administrative board, committee, or other unit thereof.
- b) *Interest* means a pecuniary or material benefit accruing to an officer, teacher, or employee unless the context otherwise requires.

### **SECTION 3**

STANDARD CONDUCT: Every officer, teacher or employee of the Oneonta City School District shall be subject to and abide by the following standards of conduct:

- a) GIFTS – They shall not directly or indirectly solicit any gifts; or accept or receive any gift having a value of \$75.00 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could be inferred that the gift was intended to influence him/her, in the performance of his/her official duties or was intended as reward for any official action on his/her part.
- b) CONFIDENTIAL INFORMATION – They shall not disclose confidential information acquired in the course of his/her official duties or use such information to further his/her personal interest.

c) INVESTMENTS IN CONFLICT WITH OFFICIAL DUTIES – They shall not invest or hold any investment directly or indirectly in any financial, business, commercial or other private transactions, which creates a conflict with his/her official duties.

d) PRIVATE EMPLOYMENT – They shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interest when such employment or service creates a conflict with or impairs the proper discharge of his/her official duties.

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former Board member or employee of any claim, account, demand or suit against the Oneonta City School District, or any agency thereof on behalf of himself/herself or any member of his/her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

#### **SECTION 4**

DISTRIBUTION OF CODE OF ETHICS: The Superintendent of the Oneonta City School District shall cause a copy of this Code of Ethics to be distributed to every officer, board of education member, teacher and employee employed or appointed before entering upon the duties of his/her office of employment.

#### **SECTION 5**

PENALTIES: In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this code may be suspended or removed from office or employment, as the case may be, in the manner provided by law.

Adopted: 7/07/10

# **POLICY B.10**

## **SUBJECT: SPECIAL EDUCATION PROGRAMS AND RELATED SERVICES**

The Board of Education recognizes its responsibility for providing special education and related services which are appropriate for the individual disabled student needs and allow the student to be involved and progress in the general education curriculum. In an effort to achieve this goal, the Board shall determine an appropriate special education program for each disabled student upon receiving from the Committee on Special Education (CSE) recommendations for special education services. The CSE shall provide the Board with a written evaluation for each disabled student which includes:

- a) classification of a student's disabling condition;
- b) recommendations for a special education program and related services;
- c) a summary of tests or reports upon which recommendations are based.

The Board of Education shall also ensure adequate space is allocated in the District for special education programs.

8 NYCRR 200.2(b)(4)

8 NYCRR 200.2(6)(a)

Adopted: 7/07/10

## **POLICY B.11**

### **SUBJECT: DISABLED STUDENTS PARTICIPATING IN SCHOOL DISTRICT PROGRAMS**

All students with disabling conditions residing in the District shall have the opportunity to participate in School District programs including extracurricular programs and activities which are available to all other pupils enrolled in the public schools of the District. The Board directs the CSE Chairperson to develop procedures implementing 8 NYCRR § 200.6(a) in the District.

8 NYCRR 200.2(b)(1)

Adopted 7/07/10

## **POLICY B.12      Required Policies**

### **SUBJECT: PRE-REFERRAL INTERVENTION STRATEGIES and RESPONSE TO INTERVENTION**

Prior to referral to the Committee on Special Education (CSE), a student suspected of having a disability must be provided with appropriate interventions to allow a reasonable opportunity for remediation of the student's performance prior to referral for special education. The Superintendent is directed to develop appropriate pre-referral interventions and develop and implement school wide approaches which may include a response to intervention process pursuant to Section 100.2(ii) of the Commissioner's Regulations.

8NYCRR §200.2(b)(7)

Adopted: 7/07/10

## **POLICY B.13      Required Policies**

### **SUBJECT: APPOINTMENT AND TRAINING OF APPROPRIATE SPECIAL EDUCATION PERSONNEL**

The Board of Education shall appoint and train only appropriately qualified personnel including members and chairpersons of the Committee on Special Education (CSE) and the Committee on Preschool Special Education (CPSE) as well as special education teachers and services providers to carry out functions identified in Part 200 of the Commissioner's Regulations and under § 504 of the Rehabilitation Act and IDEA. Administrative procedures shall be developed pursuant to this policy.

8 NYCRR 2002(b)(3)

Adopted: 7/07/10

## **POLICY B.14     Required Policies**

### **SUBJECT: ALTERNATIVE FORMAT OF INSTRUCTIONAL MATERIALS**

The Administration shall develop practices and procedures to ensure that all instructional materials to be used in the schools of the district are available in a usable alternative format for each student with a disability, as defined by Education Law and the Rehabilitation Act of 1993, in accordance with the student's educational needs and course selection, at the same time as such instructional materials are available to non-disabled students.

The Board of Education will give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats.

New York Education Law §§ 1709 (4-a), 2503 (7-a)

Adopted: 7/07/10

## **POLICY B.15      Required Policies**

### **SUBJECT: DISABLED STUDENT RECORDS POLICIES AND PROCEDURES**

Personally identifiable data, information or records pertaining to a student or a preschool child shall not be disclosed to any person other than the parent of such student or preschool child except as allowed under IDEA, Part 200 of the Commissioner's Regulations, the Family Rights and Privacy Act (FERPA), and the District's FERPA policy. Notice of the policy will be given in the same manner as the District's FERPA policy.

8 NYCRR 200.2(b)(6)

Adopted: 7/07/10

## **POLICY B.16      Required Policies**

### **SUBJECT: SIGNIFICANT DISPROPORTIONATE SERVICES POLICY**

The Board of Education hereby designates the Superintendent to establish practices and procedures consistent with IDEA, New York Education Law and their implementing regulations to ensure proportionate representation of racial and ethnic groups in the District's special education programs and services, and/or with respect to the suspension of students with disabilities. However, the Board of Education recognizes its responsibility to ensure that the District publicly reports on revisions of its policies, procedures and practices upon a finding that the District has inappropriate policies, procedures or policies resulting in a significant disproportion by race/ethnicity in the suspension, identification, classification and/or placement of student with disabilities.

8 NYCRR § 200.2 (b)(15) IDEA §§ 1412 (a)(24); 1418(d) 34  
CFR §§ 300.173; 300.646

Adopted: 7/07/10

## **POLICY B.17      Required Policies**

### **SUBJECT: COMMITTEE ON PRESCHOOL EDUCATION**

The Board of Education shall provide all preschool children with disabling conditions the opportunity to participate in special education programs and services for which they may be eligible. The Board authorizes the Superintendent of Schools to establish administrative practices and procedures to carry out this responsibility. Included within the administrative practices and procedures are the following:

1. Procedures for locating and identifying all preschool children with disabling conditions who reside in the District and are eligible to attend a preschool program in accordance with the relevant provisions of the Education Law. The register of children eligible to attend a preschool program is to be maintained and revised annually by the Committee on Preschool Special Education (CPSE);
2. Procedures to ensure that parents of preschool children with disabling conditions have received and understand the request for consent for evaluation of their child;
3. Procedures for developing an individualized education program (IEP) for each eligible preschool age child with a disabling condition;
4. Appointing and training appropriately qualified personnel including the members of the CPSE;
5. Maintaining lists of State Education Department approved preschool programs within the county and adjoining counties in which the District is located; and
6. Procedures for reporting to the State Education Department the number of preschool children with disabling conditions that are being served as well as those not served.

NYCRR 200.2(b) and (e),

NYCRR 200.3, Education Law § 4402

Adopted: 7/07/10

## **POLICY B.18 Deleted Policy**

### **SUBJECT: DECLASSIFICATION OF DISABLED STUDENTS**

The Board of Education directs the Superintendent or the Superintendent's designee to establish appropriate administrative procedures for declassification of students with disabilities who no longer require special education services.

Those procedures must include factors for declassifying students where appropriate, process for reevaluating the student prior to declassification, and procedures for provision of educational and support services to the student upon declassification.

8 NYCRR 100.1 (q)

8 NYCRR 200.2 (b)(8)

8 NYCRR 200.4 (b) and (c)

Adopted: 7/07/10

Deleted BOE Meeting

8/14/19

## **POLICY B.19      Required Policies**

### **SUBJECT: IMPARTIAL HEARING OFFICER**

In the event of a hearing called pursuant to Part 200 and 201 of the Commissioner's Regulations pertaining to a disabled child, an Impartial Hearing Officer shall be appointed by the Board of Education in a manner consistent with Commissioner's Regulations § 200.5 (i) and (j).

The Impartial Hearing Officer may not be a person who is an employee of this District or who may have a personal or professional interest which would conflict with his or her objectivity in the hearing.

8 NYCRR § 200.2 (b)(9)

8 NYCRR § 200.5 (i) and (j)

New York Education Law §4404 (l)

Adopted: 7/07/10

## **POLICY B.20      Required Policies**

### **SUBJECT: DISTRIBUTION OF IEP'S**

The Administration shall develop practices and procedures to ensure that each regular education teacher, special education teacher, related service provided, and other service provider who is responsible for the implementation of a student's individualized education program (IEP) shall be provided a paper or electronic copy of the student's IEP prior to the implementation of such program, and that the contents of the IEP shall remain confidential and shall not be disclosed to any other person. Such practices and procedures shall require the Chairperson of the Committee on Special Education (CSE) and Committee on Preschool Special Education (CPSE) to designate, prior to the implementation of the IEP, a professional employee of the School District with knowledge of the student's disability and education program to inform each teacher, related service provider and other individual with IEP implementation responsibility who would not be provided a copy of the student's IEP, including but not limited to a teacher assistant, a teacher aide, and a school bus driver when special transportation is specified on the IEP, of their responsibility relating to the implementation of the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP.

Adopted: 7/07/10

## **POLICY B.21     Required Policies**

### **SUBJECT: DISTRICT-WIDE ASSESSMENT POLICY**

It is the policy of the Board of Education that students with disabilities receive appropriate accommodations necessary to measure the academic achievement and functional performance of the disabled student in the administration of District-wide assessments. To the extent feasible, the universal design principles will be utilized in developing and administering any District-wide assessment programs.

In designing and administering District-wide assessment programs, it is the responsibility of the Superintendent or his designee to:

1. appropriately train all staff participating in developing District- wide assessments in the principles of universal design. Those principles include, but are not limited to:
  - a. development of instructional and assessment materials that are varied and diverse.
  - b. development of tests that do more than accommodate physical, sensory, or cognitive disabilities.
  - c. development of tests that are flexible and promote alternatives.
  - d. development of tests that are inclusive.
2. ensure that the Committee on Special Education routinely considers each individual student with disabilities particular access issues in developing an individualized education plan.
3. create a classroom environment that respects and values diversity.
4. employ a variety of curriculum delivery methods.
5. make information accessible by all students so as to allow each student to fully participate in the District's curriculum.
6. encourage different methods of communication from students to teachers and students to students so each student may fully participate in the District's curriculum.
7. provide multiple ways for students to demonstrate learned knowledge by fully including disabled students in the District-wide assessment program in respect to both access and scoring.

The Board of Education directs the Superintendent or his designee to provide an annual report to the Board of Education regarding the success in implementing universal design principles in the District's District-wide assessment program.

8 NYCRR § 200.2(b)(13-14)

8 NYCRR § 200.4(d)(2)(vi-vii)

New York Education Law §§ 1604 (29-a); 1709(4-a); 2503 (7-a); 2504 (7-a) 34 CRF § 300.44

20 USC § 1401(35)

20 USC § 1412 (a)(16)(E)

Adopted: 7/07/10

## **POLICY B.22      Required Policies**

### **SUBJECT: SECTION 504 ANNUAL NOTICE**

In accordance with the Rehabilitation Act of 1973, commonly known as Section 504, the School District hereby notifies disabled children and their parents of the School District duty under the Regulations to Section 504.

The School District shall provide a free appropriate public education to each qualified disabled child who resides in the School District regardless of the nature of severity of the disability. The School District shall educate each qualified disabled child with children who are not disabled to the maximum extent appropriate to the needs of the disabled child, and shall also ensure that disabled children participate with non-disabled children in nonacademic and extra-curricular activities to the maximum extent appropriate. A disabled child shall be afforded an equal opportunity for participation in such services and activities.

The School District shall provide disabled children an equal opportunity for participation in physical education courses, interscholastic, club or intramural athletics.

The School District shall conduct pre-placement evaluations, and shall establish standards and procedures consistent with Section 104.35 for the evaluation and placement of children who need or are believed to need special education or related services. Periodic re-evaluation shall be conducted of children who have been provided special education or related services.

Placement decisions shall draw upon information from a variety of sources and shall be made by a group of persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. The School District shall establish and implement a system of procedural safeguards that include notice, an opportunity for the parent to examine relevant records, an impartial hearing with the opportunity for participation by the parent and representation by counsel, and a review procedure.

34 CFR 104.36-37

Adopted: 7/07/10

## **POLICY B.23     Required Policies**

### **SUBJECT: LIMITED ENGLISH PROFICIENCY INSTRUCTION**

The Board of Education believes that students who, by reason of foreign birth or ancestry, have limited English proficiency will be more effective learners of both the language and curriculum if they receive instruction in both their native language and English. The District will make an effort to ensure that limited English proficiency (LEP) students are provided with an appropriate program of transitional bilingual education or free-standing English as a second language program.

Pursuant to this policy and Regulations of the Commissioner of Education, the Superintendent is directed to develop appropriate administrative regulations to ensure that LEP students are:

1. Diagnostically screened for limited English proficiency, in accordance with Part 117 of the Commissioner's Regulations. Those students who according to their scores are identified as LEP will be annually evaluated. Included in the evaluations shall be each student's performance in content areas to measure academic progress;
2. Assured of access to appropriate instructional and support services, including guidance programs; and
3. Assured of having equal opportunities to participate in all school programs and extracurricular activities as non-LEP students.

The Superintendent shall be responsible for ensuring that the Commissioner is provided with all information required under the Commissioner's Regulations and that the District provides appropriate school-related information to the parents of LEP students in English or when necessary, in the language they understand. In addition, the Superintendent shall ensure that all teachers employed for any bilingual or ESL program are properly certified in accordance with New York State Law and Regulations.

New York Education Law 3204 (2)(2-a) 8 NYCRR 80.9,  
100.2(g), 117, 154

Adopted: 7/07/10

## **POLICY B.24     Required Policies**

### **SUBJECT: INTERNET PROTECTION POLICY**

#### **General Information**

Internet access will be provided to students in accordance with the terms of this policy. Internet access from school computers is reserved solely for educational purposes. Use by outside groups is prohibited. Use by student clubs and organizations is limited to those times when the Internet access points are not in use for instruction, and shall be limited to educational purposes and governed by this policy. Access to the Internet will be under the direction and supervision of the staff assigned to the particular Internet access area or computer.

The School District reserves the right to monitor all Internet activity including transmission and receipt of e-mail. Use of e-mail is limited to School District purposes.

Every computer in the district having Internet access shall not be operated by a student unless Internet access from the computer is subject to filtering software. Such filtering software shall be designed and it shall operate so that images which are obscene, pornographic or harmful to minors shall not be displayed. Such filtering software shall also be designed and it shall operate so that images or language which advocate or promote violence or hatred against particular individuals or groups of individuals or promotes the superiority of one racial, ethnic or religious group over another shall not be displayed. For purposes of this policy, the phrase *harmful to minors* means any picture, image, graphic image file, or other visual depiction that, taken as a whole, and with respect to minors, appeals to prurient interest in nudity, sex or excretion; depicts, describes or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals and, taken as a whole, lacks serious literary, artistic, political or scientific value as to minors.

#### **PROHIBITED CONDUCT**

1. No student shall while using a computer or other device connected to the Internet:
2. Access, transmit or retransmit material which promotes violence or advocates destruction of property, including information concerning the manufacture of destructive devices, such as explosives, fireworks, smoke bombs, incendiary devices or the like;
3. Access, transmit or retransmit any information which is harmful to minors that phrase is defined in this policy.
4. Access, transmit or retransmit material which advocates or promotes violence or hatred against particular individuals or groups of individuals

or advocates or promotes the superiority of one racial, ethnic or religious group over another.

5. Use of possess bootleg software. Bootleg software means any software which has been downloaded or is otherwise in the user's possession without the appropriate registration of the software, including the payment of any fees owing to the owner of the software.
6. Use encryption software from any access point within the School District.
7. Transmit credit card or other personal identification information, including home addresses or telephone numbers from any School District computer.
8. Transmit e-mail through an anonymous remailer.
9. Access the Internet from a School District computer using a non-School District Internet account.
10. Use an instant messenger service or program, Internet Relay Chat or other forms of direct electronic communication, or enter a chat room without the express permission of the staff member supervising the computer resource.
11. Commit or attempt to commit any willful act involving the use of the network which disrupts the operation of the network within the School District or any network connected to the Internet, including the use or attempted use or possession of computer viruses or so-called hacking or other unlawful activities on line.
12. Disable or attempt to disable filtering software. However, such filtering software may be disabled for bona fide research or other lawful purposes, when the building principal of the building in which such research or other lawful activity will be conducted has given written permission to disable the filtering software.

In addition to those penalties set forth in the student discipline code, a violation of this Internet policy may also result in loss of Internet privileges.

Opinions, advice, services, and all other information expressed on line are those of the on-line authors and not of the district. The Internet contains information pertaining to a variety of subjects. Not all of this information is accurate or reliable, particularly where the advice of medical, legal, accounting or other professionals would be appropriate. Users are advised not to rely on advice found on the Internet. The School District is not responsible for such advice.

The School District does not guarantee or imply that access to the Internet will always be available when students want access or that the software provided by the district will always work as intended. The School District is not responsible for failures in the operation or technical functioning of the Internet or the computers or software used to access the Internet.

# **POLICY B.25      Required Policies**

## **SUBJECT: COMPREHENSIVE ATTENDANCE POLICY**

### **A. Objectives**

The objectives of the Comprehensive Attendance Policy are:

1. to accurately track the attendance, absence, tardiness and early departure of students to and from the school;
2. to ensure sufficient pupil attendance of classes so that pupils may achieve State mandated education standards;
3. to track student location for safety reasons and to account to parents regarding the location of children during school hours.

### **B. Definitions**

Whenever used within the Comprehensive Attendance Policy, the following terms shall mean:

1. Scheduled instruction: Every period that a pupil is scheduled to attend instructional or supervised study activities during the course of a school day during the school year.
2. Absent: The pupil is not present for the entire period of the pupil's scheduled instruction.
3. Tardy: The pupil arrives later than the starting time of the pupil's scheduled instruction.
4. Early departure: The pupil leaves prior to the end of the pupil's scheduled instruction.
5. Excused: Any absence, tardiness, or early departure for which the pupil has a valid school approved excuse. Such excused nonappearance shall include: personal illness, illness or death in the family, religious observance, quarantine, required court appearances, attendance at health clinics or other medical visits, approved college visits, military obligations, absences approved in advance by the Principal, and other reasons as may be approved by the Commissioner of Education.
6. Unexcused: Any absence, tardiness or early departure for which the pupil has no valid school approved excuse. Such unexcused nonappearance shall include shopping trips to the local mall, family vacation, oversleeping, skipping class, and any other absence that is not excused.

### **C. Coding System**

The following coding system shall be used to indicate the nature and reason for a pupil's missing all or part of scheduled instruction:

E = excused

U = unexcused

A = absent

D = early departure

S = suspended

T = tardy

I = illness

F = family

M = medical appointment

T = travel

O = other

The time that the pupil arrived or departed will be recorded next to the entry code describing the nature and reason for the student missing all or part of scheduled instruction.

For example, if a student left at 11:30 a.m. for a doctor's appointment, the code would read E/D/M: 11:30 a.m.

**D. In order to encourage student attendance, the following strategies and incentives shall apply:**

1. Minimum Attendance for Course Credit

- a. A student must be noted as present at 75% of a course's scheduled classes in order to earn credit for the course. Any excused absence, for which the student has completed assigned make-up work, will not be counted as an absence for the purposes of determining whether the student has attended sufficient classes to receive course credit under this provision.
  - i. For purposes of minimum attendance requirements, a student shall not be counted as present for a class if the student misses more than 10 minutes of class, whether through tardiness or early departure.
  - ii. Students of compulsory attendance age suspended from school instruction may not be marked as absent unless they fail to attend scheduled alternative education on that day.
  - iii. Students over the compulsory attendance age suspended from school instruction will be marked absent unless they have been assigned alternative education. If alternative education has been assigned, only failure to attend scheduled alternative education shall count as an absence.
- b. In order to prevent loss of credit for failure to attend, the district will take the following steps:
  - i. when a student has been marked as absent for 15% of a course's classes, the district shall notify the student and his parent(s) or persons in parental relation that the student is

approaching the limit of absences for losing course credit for failure to attend class. The notice will include the school's attendance for credit policy, the actual number of classes the student may miss before forfeiting the right to earn credit, and the actual number of classes missed to date;

- ii. a student and his parent(s) or persons in parental relation will be advised one month before the completion of the course if the student is in jeopardy of losing credit for failure to attend. The notice will include the school's attendance for credit policy, the actual number of classes the student may miss before forfeiting the right to earn credit, and the actual number of classes missed to date;
- iii. teachers will provide makeup work upon request so that students who are in jeopardy of forfeiting class credits due to excused absences have the opportunity to earn credit for the course;
- iv. where a student is in jeopardy of losing credit for excessive absences, the Building Principal shall be responsible for reviewing attendance records, determining eligibility for excused absences, and arranging student makeup opportunities with teachers, including deadlines.

## 2. Notice of Absences

The pupil's parent(s) or person in parental relation shall be notified of a pupil's unexcused absence, tardiness or early departure according to the following:

- a. where a pupil has not been marked as present for the first period of scheduled instruction and the school has not been previously notified of the absence, the district shall attempt to contact the pupil's parent(s) or person in parental relation to learn the nature of the pupil's absence and notify the parent that the pupil has not arrived at school;
- b. for every 3 unexcused absences, late arrivals, early departures, or any combination thereof, the pupil's parent(s) or persons in parental relation shall receive a notice containing the dates, times, and the nature of the pupil's unexcused non-presence.

## 3. Disciplinary Procedures

The pupil may be subject to disciplinary procedures for unexcused absence, tardiness, or early departure, including verbal and written warnings, detentions, in-school suspensions, and loss of extra-curricular privileges, as described in the Code of Conduct.

## 4. Incentives

District teachers shall work with the Building Principal and Attendance Supervision Officer to create and implement classroom based incentive

programs for excellent attendance, including but not limited to extra credit and additional privileges.

5. Intervention Strategy Development

The Building Principal shall meet each marking period with the Attendance Supervision Officer and other administrators and teachers as the Principal determines necessary to review student attendance records, address identified patterns of unexcused pupil absence, tardiness and early departure, and review current intervention methods. Where the Principal determines that existing intervention policies or practices are insufficient, the Principal shall notify the Board of Education prior to its annual review of the building's attendance records, of both insufficient practices and any proposed changes needing Board approval to implement.

6. Counseling

The District shall provide consistent counseling to students with chronic attendance problems.

### **E. Attendance Supervision Officer**

The Board shall designate a person as the Attendance Supervision Officer. The Attendance Supervision Officer is responsible for reviewing pupil attendance records and initiating appropriate action to address unexcused pupil absence, tardiness and early departure consistent with the Comprehensive Attendance Policy.

## **PLAIN LANGUAGE SUMMARY OF COMPREHENSIVE ATTENDANCE POLICY**

This is a plain language summary of the actual District comprehensive attendance policy. If there are any discrepancies between the plain language summary and the comprehensive attendance policy, the actual comprehensive policy controls.

### **A. Definitions**

Whenever used in the comprehensive attendance policy, the following terms shall mean:

1. **Scheduled Instruction.** Every period that a pupil is scheduled to attend class or supervised study activity during the course of a school day during the school year.
2. **Absent.** The pupil is not in class for the entire class period.
3. **Tardy.** The pupil arrives after class is scheduled to start.
4. **Early Departure.** The pupil leaves before the end of class.
5. **Excused.** Any absence, tardiness or early departure for which the student has a valid school approved excuse. Excused absences include

the student being sick, sickness or death of a family member, attendance at church or other religious observance, quarantine, court appearances, doctor's visits, health clinic appointments, other medical visits, approved college visits, military call-up or other military obligations, absences approved in advance by the Principal and any other reasons that the Commissioner of Education may approve.

6. **Unexcused.** Any absence, tardiness or early departure for which the pupil has no valid school approved excuse. Unexcused absences include shopping trips to the mall, family vacations, oversleeping, skipping class and all other absences which are not excused.

## **B. Coding System.**

The school will use the following system of codes to record when and why a student is not in school:

E = excused/U = unexcused

A = absent / D = early departure / S = suspended /T = tardy

I = illness / F =family /M = medical appointment / T =travel / O =other

The time that the student arrived or left class will also be recorded. For example, if a student left at 11:30 a.m. for a doctor's appointment the code would read E/D/M 11:30 a.m. *This stands for Excused, Early Departure for Medical Appointment. The student left at 11:30 a.m.*

## **C. Strategies for Attendance.**

In order to encourage students to attend and receive the benefit of instruction, the school has adopted the following rules:

### **1. Minimum attendance for course credit.**

- a. The student must attend 75% of a course's scheduled classes in order to earn any credit for the course. If a student completes assigned make up work, excused absences will not be counted against minimum attendance requirements.
  - i. The student will not be counted as attending a class if the student misses more than 10 minutes of the class for the purposes of minimum attendance requirements.
  - ii. Suspensions. Students who have been suspended upon instruction will only be marked absent if they also miss their scheduled alternative education, if provided, such as home tutoring.
- b. The District will notify the student and persons in parental relation if the student is in danger of losing course credit for failing to attend class, when the student has missed 15% of the course's classes. The school will also notify the student and person in parental relation one month before the end of the course if the student is in danger of losing credit under the attendance

policy.

- c. Teachers will provide make up work upon request for excused absences to students who are in danger of losing course credit or missing too many classes.
- d. The Principal is in charge of reviewing and organizing any matters relating to a student losing course credit for missing class under the attendance policy.

## **2. Notice of Absences.**

- a. When a student misses the first period of a school day and the school has not been previously informed by valid means that the student will not be present, the District will attempt to contact the person in parental relation to relate that the student has not arrived and to learn the reason for the student's absence.
- b. For every three unexcused absences, tardies, or early departures or any combination thereof, the person in parental relation of the student shall receive a letter setting forth the dates, times, and nature of the absences, tardiness or early departures.

## **3. Disciplinary Procedures**

The student may be disciplined for missing class without a valid excuse. Discipline in these cases includes verbal and written warnings, detention, in-school suspension and the loss of extracurricular privileges as described in the code of conduct.

## **4. Incentives**

Not applicable at this time.

Adopted: 7/07/10

## **POLICY B.26      Required Policies**

### **SUBJECT: BYLAW PERTAINING TO STUDENT RECORDS: POLICIES AND PROCEDURES**

#### **Definitions**

For the purpose of this policy, the school district has used the following definitions of terms:

Student - Any person who attends or has attended a program of instruction sponsored by the school district.

Eligible Student - A student or former student who has reached age 18 or is attending a post-secondary school.

Parent - Either natural parent of a student unless his or her rights under the FERPA (Family Educational Rights and Privacy Act) has been removed by a court order, state statute or legally binding document relating to such matters as divorce, separation or custody that specifically revokes these rights, a guardian, or an individual acting as a parent or guardian in the absence of the student's parent or guardian.

Education Records - Any records (in handwriting, print, tape, film, microfilm, microfiche or other medium) maintained by the school district, an employee of the district or an agent of the district which is related to a student except:

- Any personal records kept by a school staff member which meet the following tests:
  - It was made as a personal memory aid;
  - It is in the personal possession of the individual who made it;
  - Information contained in it has never been revealed or made available to any other person except the maker's temporary substitute.
- Employment records which are used only in relation to a student's employment by the school district. (Employment for this purpose does not include activities for which a student receives a grade or credit in a course).
- Alumni records which relate to the student after he or she no longer attends classes provided by the school district and the records do not relate to the person as a student.

Personal Identifiable Information - Any data or information that makes the subject of the records known. This includes the student's name, the student's parents' or other family member's name, the student's address, the student's social security number, a student number, a list of personal characteristics or any other information which would make the student's identity known.

#### **Annual Notification**

Within the first three weeks of each school year, the school district will publish in the legal section of a newspaper having general circulation in the district, a notice to parents and eligible students of their rights under the FERPA and this policy. The district will also send home with each student a bulletin listing these rights. The bulletin will be included with a packet of material provided parents or an eligible student when the student enrolls during the school year.

The notice will include the following:

- 1) The right of a student's parents and an eligible student to inspect and review the student's education records.
- 2) The intent of the school district to limit the disclosure of information contained in a student's education records except: (a) by the prior written consent of the student's parent or an eligible student, (b) as directory information, or (c) under certain limited circumstances, as permitted the FERPA.
- 3) The right of a student's parents or an eligible student to seek to correct parts of the student's education records which he or she believes to be inaccurate, misleading or in violation of the student's rights. These rights include the right to a hearing to present evidence that the records should be changed if the district decides not to alter such records according to the parent or an eligible student's request.
- 4) The right of any person to file a complaint with the Department of Education if the school district violates the FERPA.
- 5) The procedure that a student's parents or an eligible student should follow to obtain copies of this policy and the locations where copies may be obtained.

The district will arrange to provide translation of this notice to non-English speaking parents in their native language.

### **Statement of Rights**

Parents and eligible students have the following rights under the Family Educational Rights and Privacy Act and this policy:

- 1) The right to inspect and review the student's education records;
- 2) The right to exercise limited control over other people's access to the student's education records;
- 3) The right to seek to correct the student's education records in a hearing if necessary;
- 4) The right to report violations of the FERPA to the Department of Education; and
- 5) The right to be informed about FERPA rights.

All rights and protections given parents under the FERPA and this policy transfer to the student when the student reaches age 18 or enrolls in a post-secondary school. The student then becomes an eligible student.

Under the No Child Left Behind Act of 2001, schools receiving Title I money must release names, addresses and telephone listings to military recruiters upon request. Parents have the right to request that information not be released to military recruiters without prior written consent.

#### LOCATION OF EDUCATION RECORDS

<b>Types</b>	<b>Location</b>	<b>Custodian</b>
Cumulative School Records	Office of School Principal	School Principal
Cumulative School Records (Former Students)	Office of Superintendent	Superintendent
Health Records	Office of School Principal	School Principal
Speech Therapy Records	Psychological Records	Office for the Education of Disabled Students
School Transportation Records	School Bus Garage	Director of Pupil Transportation
Special Test Records	Office of School Principal	School Principal
Occasional Records*	Student's School	School Principal

*\*Student Education Records not identified above such as those in the Superintendent's office, in the school attorney's office or in the personal possession of a teacher.*

#### **Procedure to Inspect Education Records**

Parents of students and eligible students may inspect and review the student's education records upon request. In some circumstances, it may be mutually more convenient for the record custodian to provide copies of records. See the schedule of fees for copies.

Since a student's records may be maintained in several locations, the school principals will offer to collect copies of records or the records themselves from locations other than a student's school, so that these records may be inspected at one site. However, if parents and eligible students wish to inspect records where they are maintained, school principals will accommodate their wishes.

Parents or eligible students should submit to the student's school principal a written request which identifies as precisely as possible the record or records he or she wishes to inspect.

The principal (or other custodian) will contact the parent of the student or the eligible student to discuss how access will be best arranged (copies, at the exact location, or records brought to a single site).

The principal (or other custodian) will make the needed arrangements as promptly as possible and notify a parent or an eligible student of the time and place where the records may be inspected. This procedure must be completed

in 45 days or less from the receipt of the request for access.

If, for any valid reason such as working hours, distance between records location sites or health, a parent or an eligible student cannot personally inspect and review a student's education records, the school district will arrange for a parent or an eligible student to obtain copies of the records. See below for information regarding fees for copies of records.

When the records contain information about students other than the child or the eligible student involved, a parent or an eligible student may not inspect and review the records of other students.

### **Fees for Copies of Records**

The school district will not deny parents or eligible students any rights to copies of records because of the following published fees. Where the fee represents an unusual hardship, it may be waived in part or entirely by the record custodian. However, the district reserves the right to make a charge for copies such as transcripts it forwards to potential employers or to colleges and universities for employment or admissions purposes.

The FERPA requires a school district to provide copies of records:

- 1) When the refusal to provide copies effectively denies access to the records by a parent or an eligible student;
- 2) At the request of a parent or an eligible student when the school district has provided the records to third parties by the prior consent of the parent or an eligible student; or
- 3) At the request of a parent or an eligible student when the school district has forwarded the records to another school where the student seeks or intends to enroll.

The fee for copies provided under the FERPA may not include the costs for search and retrieval. This fee will be from no cost to 25 cents per page.

The fee for all other copies such as copies of records forwarded to third parties with prior consent or those provided to parents as a convenience will be 25 cents per page plus postage if mailing is involved.

### **Directory Information**

The school district proposes to designate the following personally identifiable information contained in a student's education records as directory information, and it will disclose that information without prior written consent:

1. The student's name;
2. The student's address;
3. The student's telephone listing;
4. The student's date and place of birth;
5. The student's class designation and major field of study (e.g., first grade, tenth grade, and the like);

6. The student's participation in officially recognized activities and sports;
7. The student's degrees, achievement awards or honors;
8. The student's weight and height if a member of an athletic team;
9. Dates of attendance;
10. The student's photograph;
11. The most recent educational institution attended before the student enrolled in the school district; and
12. Electronic mail address.

Within the first three weeks of each school year, the school district will publish in the legal section of a newspaper having general circulation in the district the above list, or a revised list, of the items of directory information it proposes to designate as directory information. For students enrolling after the notice is published, the list will be given to the student's parent or the eligible student at the time and place of enrollment.

After the parents or the eligible students have been notified, they will have two weeks to advise the school district in writing (a letter to the school superintendent's office) of any or all of the items they refuse to permit the district to designate as directory information about that student.

At the end of the two-week period, each student's records will be appropriately marked by the records custodians to indicate the items the district will designate as directory information about that student. This designation will remain in effect until it is modified by written direction of a student's parents or an eligible student.

The district may disclose directory information about former students without following the procedures specified in this paragraph.

### **Use of Student Education Records**

To carry out their responsibilities, school officials will have access to student education records for legitimate educational purposes. The school district will use the following criteria to determine school officials. An official is:

1. A person duly elected to the school Board;
2. A person certified by the State and appointed by the school Board to an administrative or supervisory position;
3. A person certified by the State and under appointment to the school Board as an instructor;
4. A person employed by the school Board as a temporary substitute for administrative, supervisory or instructional personnel for the period of his or her performance as a substitute; or
5. A person employed by or under appointment to the school Board to perform a special task such as a secretary, a clerk, the school Board attorney or auditor for the period of that person's performance as an

employee or contractor.

School officials who meet the criteria listed above will have access to student's records if they have legitimate educational interest in doing so. A legitimate educational interest is the person's need to know in order to:

1. Perform an administrative task required in the school official's position description approved by the Board;
2. Perform a supervisory or instructional task directly related to the student's education; or
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement or student financial aid.

The school district only will release information from or permit access to student's education records with a parent or an eligible student's prior written consent except that the school superintendent or a person designated in writing by the superintendent may permit disclosure:

1. When a student seeks or intends to enroll in another school district or in a post-secondary school. The district will not further notify parents or eligible students prior to such a transfer of records. Parents and students have a right to obtain copies of records transferred under this provision.
2. When certain Federal and State officials need information in order to audit or enforce legal conditions related to federally supported education programs in the district.
3. To parties who provide or may provide financial aid to a student to:
  - a. Establish the student's eligibility for the aid;
  - b. Determine the amount of financial aid;
  - c. Establish the conditions for the receipt of the financial aid;
  - d. Enforce the agreement between the provider and the receiver of financial aid.
4. If a State law adopted before November 19, 1974 required certain specific items of information to be disclosed in personally identifiable form from student records to State or local officials.
5. When the school district has entered into a written agreement or contract for an organization to conduct studies on the school district's behalf to develop tests, administer student aid or improve instruction. Such study may not permit personal identifiable information of parents or students by individuals other than representatives of the organization. Such information must be destroyed when no longer needed.
6. To accrediting organizations to carry out their accrediting functions.
7. To parents of eligible students if the parents claim the student as a dependent as defined by the Internal Revenue Code.
8. To comply with a judicial order or lawfully issued subpoena. The district

will make a reasonable effort to notify the student's parents or the eligible student before making a disclosure under this provision.

9. In connection with a health or safety emergency under conditions described below.
10. If the disclosure is an item of directory information and the student's parents or an eligible student has not refused to allow the district to designate that item as directory information for that student.
11. Disclosure to a parent of a student who is not an eligible student or the student.

The school district will permit any of its officials to make the needed disclosure from student education records in a health or safety emergency if:

1. The official deems it is warranted by the seriousness of the threat to the health or safety of the student or other persons;
2. The information is necessary and needed to protect the health and safety of the student or other individuals;
3. The persons to whom the information is to be disclosed are qualified and in a position to deal with the emergency; and
4. Time is an important and limiting factor in dealing with the emergency. (The health or safety exception shall be strictly construed)

School district officials may release information from student's education records if the student's parents or the eligible student gives his prior written consent for the disclosure. The written consent must include at least:

1. A specification of the records to be released;
2. The reasons for disclosure;
3. The person or the organization or the class of persons or organizations to whom the disclosure is to be made;
4. A parent or an eligible student's signature; and
5. The date of the consent and, if appropriate, a date when the consent is to be terminated.

The student's parents or the eligible student may obtain a copy of any records disclosed under this provision.

The school district will not release information contained in student's education records, except directory information to any third parties except its own officials, unless those parties agree that the information will not be re-disclosed without the parents or eligible student's prior written consent.

### **Records of Request for Access and Disclosure Made From Education Records**

The school district will maintain an accurate record of all requests for it to disclose information from or to permit access to a student's education records and of information it discloses and access it permits with some exceptions

listed below. These records will be kept with, but will not be a part of, each student's Cumulative School Records. It will be available only to the record custodian, the eligible student, the parents of the student or to Federal, State or local officials for the purpose of auditing or enforcing federally supported educational programs.

The records will include at least:

1. The name of the person or agency that made the request;
2. The interest of the person or agency had in the information;
3. The date the person or agency made the request; and
4. Whether the request was granted and, if it was, the date access was permitted or the disclosure was made.

The district will maintain these records as long as it maintains the student's education records. Such records may be inspected by the parent or eligible student or the school official or that person's assistant responsible for the custody of the records.

These records will not include requests for access or access granted to parents of the student or to an eligible student, requests for access or access granted to officials of the school district who have a legitimate educational interest in the student, requests for, or disclosure of, information contained in the student's education records if the request is accompanied by the prior written consent of a parent of the student or an eligible student or the disclosure is authorized by such prior consent, or for requests for, or disclosure of, directory information designated for that student.

### **Procedures to Seek to Correct Education Records**

Parents of students and eligible students have a right to seek to change any part of the student's records they believe is inaccurate, misleading or in violation of the student's rights. (NOTE: Under the FERPA, the district may decline to consider a request to change the grade a teacher assigns for a course).

For the purpose of outlining the procedures to seek to correct education records, the term incorrect will be used to describe records that are inaccurate, misleading or in violation of the student's rights. The term correct will be used to describe records that are accurate, not misleading and not in violation of the student's rights. Also, in this section, the term requester will be used to describe a parent of a student or an eligible student who is asking the school district to correct the records.

To establish an orderly process to review and correct education records for a requester, the district may make a decision to comply with the request for change at several levels in the procedure.

First Level Decision - When a parent of a student or an eligible student finds an item in the student's education records which he or she believes is inaccurate, misleading or in violation of student rights, the parent immediately should ask

the record custodian to correct it. If the records are incorrect because of an obvious error and it is a simple matter to make the record change at this level, the record custodian will make the correction. However, if the records are changed at this level, the method and result must satisfy the requester.

If the custodian cannot change the records to the requester's satisfaction or the records do not appear to be obviously incorrect, the custodian will:

1. Provide the requester a copy of the questioned records at no cost;
2. Ask the requester to initiate a written request for the change; and
3. Follow the procedure for a second level decision.

**Second Level Decision** – The written request to correct a student's education records through the procedure at this level should specify the correction the requester wishes the district to make. It should at least identify the item the requester believes is incorrect and state whether the requester believes the item:

1. Is inaccurate and why;
2. Is misleading and why; or
3. Violates the student's rights and why.

The request will be dated and signed by the requester.

Within two weeks after the record custodian receives a written request, the custodian will:

1. Study the request
2. Discuss it with other school officials (the person who made the records or those who may have a professional concern about the district's response to the request)
3. Make a decision to comply or decline to comply with the request; and
4. Complete the appropriate steps to notify the requester or move the request to the next level for a decision.

If, as a result of this review and discussion, the record custodian decides the records should be corrected, the custodian will effect the change and notify the requester in writing that the change has been made. Each such notice will include an invitation for the requester to inspect and review the student's education records to make certain the records are in order and the correction is satisfactory.

If the custodian decides the records are correct, the custodian will make a written summary of any discussions with other officials and of the custodian's findings in the matter. The custodian will transmit this summary and a copy of the written request to the school superintendent.

**Third Level Decision** – The school superintendent will review the material provided by the record custodian and, if necessary discuss the matter with other officials such as the school attorney or the school Board (in executive session). The superintendent will then make a decision concerning the request

and complete the steps at this decision level. Ordinarily, this level of the procedure should be completed within two weeks. If it will take longer, the superintendent will notify the requester in writing of the reasons for the delay and a date when the decision will be made.

If the superintendent decides the records are incorrect and should be changed, the superintendent will advise the record custodian to make the change. The record custodian will advise the requester of the change as the custodian would if the change had been made at the second level.

If the superintendent decides the records are correct, the superintendent will prepare a letter to the requester which will include:

1. The school district's decision that the records are correct and the basis for the decision.
2. A notice to the requester that the requestor has a right to ask for a hearing to present evidence that the records are incorrect and that the district will grant such a hearing.
3. Instructions for the requester to contact the superintendent, or an official designated by the superintendent, to discuss acceptable hearing officers, convenient times and a satisfactory site for the hearing. (The district will not be bound by the requester's positions on these items but will, so far as possible, arrange the hearing as the requester wishes).
4. That the requester may be represented or assisted in the hearing by other parties, including an attorney at the requester's expense.

Fourth Level Decision – After the requester has submitted (orally or in writing) that person's wishes concerning the hearing officer and the time and place for the hearing, the superintendent will, within a week, notify the requester when and where the district will hold the hearing and whom the superintendent has designated as the hearing officer.

At the hearing, the hearing officer will provide the requester a full and reasonable opportunity to present material evidence and testimony to demonstrate that the questioned part of the student's education records are incorrect as shown in the requester's written request for a change in the records (second level).

Within two weeks after the close of the hearing, the hearing officer will submit to the school superintendent a written summary of the evidence submitted at the hearing. Along with the summary, the hearing officer will submit recommendations, based solely on the evidence presented at the hearing, that the records should be changed or remain unchanged.

The school superintendent will prepare the district's decision within three weeks of the hearing. That decision will be based on the summary of the evidence presented at the hearing and the hearing officer's recommendation. The district's decision will be based solely on the evidence presented at the hearing. The superintendent may overrule the hearing officer if the superintendent believes the hearing officer's recommendation is not consistent with the evidence presented. As a result of the district's decision, the

superintendent will take one of the following actions:

1. If the decision is that the district will change the records, the superintendent will instruct the record custodian to correct the records. The record custodian will correct the records and notify the requester as at the second level decision.
2. If the decision is that the district will not change the records, the superintendent will prepare a written notice to the requester which will include:
  - a. The school district's decision that the records are correct and will not be changed.
  - b. A copy of the summary of the evidence presented at the hearing and a written statement of the reasons for the district's decision.
  - c. A statement advising the requester that the requestor may place an explanatory statement which states the reasons the requestor disagrees with the school district's decision or the reasons the requestor believes the records are incorrect in the student's education records.

Final Administrative Step in the Procedure – When the school district receives an explanatory statement from a requester after a hearing, it will maintain that statement as part of the student's education records as long as it maintains the questioned part of the records. The statement will be attached to the questioned part of the records and, whenever the questioned part of the records is disclosed, the explanatory statement also will be disclosed.

### **Adoption**

The Board of Education of the school district adopted this student policy at its July 7, 2010 meeting and thereby directs and authorizes the appropriate school officials to establish and put in effect the procedures to implement the bylaw as of the date of the adoption.

Any other bylaw pertaining to this subject is hereby superseded.

Copies of this policy will be available for parents and eligible students to review on the district website or at the superintendent's office.

Adopted: 7/07/10

## **POLICY B.27      Required Policies**

### **SUBJECT: PROTECTION OF PUPIL RIGHTS POLICY**

The Board of Education recognizes that student surveys are a valuable tool in determining student's needs for educational services. Parents have the right to inspect all instructional materials that will be used for a survey analysis or evaluation as part of a US Department of Education – funded program. In addition, no minor student may, without parental consent, take part in a survey analysis or evaluation funded in whole or in part by the United States Department of Education that reveals information concerning:

1. Political affiliations or beliefs of the student or the student's parents;
2. Mental or psychological problems of the student or the student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of other individuals with whom respondents have close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers;
7. Religious practices, affiliations or belief of the student or the student's parents;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Parents have the right to inspect upon their request any instructional material which is used as part of the educational curriculum. Instructional material is defined by the Board of Education as instructional content that is provided to a student regardless of format including printed or representational materials, audiovisual materials, materials in electronic or digital formats (such as materials accessible through the internet). It does not include tests or academic assessments.

A parent who wishes to inspect and review instructional material shall submit a request in writing to the building principal. Upon receipt of such request, arrangements will be made by the building principal to provide the parent access to instructional materials requested within 30 calendar days after the request has been received by the principal.

It is the policy of the Board of Education not to permit the collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information or providing it to others for that purpose. This does not apply to collection, disclosure or use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services.

Parents shall also have the option upon provision of written notice to the district to opt the student out of any non-emergency, invasive physical examination or screening of their student which is required as a condition of

attendance administered by the school or school personnel. The term invasive physical examination mean any medical examination that involves exposure of private body parts or any act during such examination that includes incision, insertion or injecting into the body but does not include a hearing, vision or scoliosis screening. Further, it does not include any examination necessary to protect the immediate health or safety of the student or other students.

Parents and eligible students shall be notified of the policy at least annually at the beginning of the school year and when enrolling students for the first time in school.

Adopted: 7/07/10

# **POLICY B.28      Required Policies**

## **SUBJECT: CODE OF CONDUCT**

### **Introduction**

The Board of Education (“board”) recognizes the right of each student to a free and appropriate public education, and is therefore committed to the development of an open and accepting environment. However, providing a safe and orderly school environment where students and district personnel may deliver quality educational services without disruption or interference requires a degree of conformity with basic rules. Responsible behavior by students, teachers, other district personnel, parents and other visitors is essential to achieving this goal.

The district has a long-standing set of expectations for conduct on school property and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity. The board recognizes the need to clearly define these expectations for acceptable conduct on school property, to identify the possible consequences of unacceptable conduct, and to ensure that discipline when necessary is administered promptly and fairly. To this end, the board adopts this code of conduct (“code”).

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

### **Definitions**

For purposes of this code, the following definitions apply. “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. “Parent” means parent, guardian or person in parental relation to a student.

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

“School function” means any school-sponsored extra curricular event or activity. “Violent student” means a student under the age of 21 who:

1. Commits an act of violence upon a school employee, or attempts to do so.
2. Commits, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at the school function, or attempts to do so.
3. Possesses, while on school property or at a school function, a weapon.
4. Displays, while on school property or at a school function, what appears to be a weapon.

5. Threatens, while on school property or at a school function, to use a weapon.
6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys school district property.

“Weapon” means a firearm as defined in 18 USC §921 for purposes of the Gun-Free Schools Act. It also means any other gun, BB gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb, or other device, instrument, material or substance that can cause physical injury or death when used to cause physical injury or death.

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

“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.

“Repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom,” means a student who engages in conduct which results in the removal of the student from the classroom by teacher(s) pursuant to the provisions of Education Law 3214(3-a) and the provisions set forth in this Code of Conduct on four or more occasions during the semester.

### **Student Rights**

The district endeavors to safeguard the rights given to all students under state and federal law. In addition, to promote a safe, healthy, orderly and civil school environment, all district students have the right to:

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

### **Student Responsibilities**

All district students have the responsibility to:

1. Contribute to maintaining a safe and orderly school environment that is conducive to learning and to show respect to other persons and to property.
2. Be familiar with and abide by all district policies, rules and regulations dealing with student conduct.
3. Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.
4. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
5. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
6. Work to develop mechanisms to control their anger.
7. Ask questions when they do not understand.
8. Seek help in solving problems that might lead to disciplinary action.
9. Dress appropriately for school and school functions.
10. Accept responsibility for their actions.
11. Conduct themselves as representatives of the district when participating in or attending school-sponsored extracurricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.

## **Essential Partners**

### *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.
2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time.
4. Ensure absences are excused.
5. 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.
8. Convey to their children a supportive attitude toward education and the district.
9. Build good relationships with teachers.
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.

### *Teachers*

All district teachers are expected to:

1. Maintain a climate of mutual respect and dignity, 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:
6. Course objectives and requirements
7. Marking/grading procedures
8. Assignment deadlines
9. Expectations for students
10. Classroom discipline plan.
11. Communicate regularly with students, parents and other teachers concerning growth and achievement.
12. Teachers will work to resolve individual student problems in the classroom and school environment and keep documentation of persistent infractions.
13. Teachers will show respect for students and other members of the school community.

### *Guidance Counselors*

1. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
2. Initiate teacher/student/counselor conferences and parent/teacher/student/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.

### *Principals*

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.

#### *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 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.

#### *Board of Education*

1. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to adopt 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 annually 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, courteous manner.

### **Student Dress Code**

School is a learning environment. As such, it should be as free of distractions as possible. Toward that end, no one should wear to school clothing that is offensive, distracting, or otherwise disruptive of the educational process. The administration will be the final judge of what is and is not appropriate; however, the following items are not appropriate for school:

5. Clothing which advertises or promotes products which are illegal for students. (e.g. tobacco, alcohol, illegal drugs)
6. Clothing containing sexually explicit or suggestive messages, or messages that denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation, or disability.
7. Halter-tops or shirts with straps thinner than two inches.

8. Exposed midriffs.
9. Skirts, dresses or shorts that do not extend beyond the longest finger when the arm hangs in a relaxed fashion.
10. Pants or shorts worn in such a way that undergarments are exposed.
11. Footwear that is a safety hazard.
12. Hats or other head coverings except for a medical or religious purpose.

Student dress is not a disciplinary issue until and unless the student refuses to dress in a more appropriate fashion. It is the role of the teacher to advise or counsel students that they have drifted outside the bounds of the dress code. In extreme cases, students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline up to and including alternative instruction for the day. A student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including out of school suspension.

### **Student Conduct**

The ultimate goal of the student code of conduct is the creation of a safe environment conducive to a quality educational experience and equal access to that experience for all students. The following guidelines are designed to assure that every student has the opportunity to contribute to the creation of such an environment.

### **Philosophy**

All members of the school community have the right to work and learn in an environment that is physically and psychologically safe.

Parents have the right to be fully informed of the school's procedures for encouraging responsible behavior, and they have the responsibility of supporting it.

Parents and school staff members are responsible for teaching children appropriate behavior consistent with their developmental level.

### **Prohibited Student Conduct**

Student will be subject to disciplinary action, up to and including suspension from school, when they:

- A Engage in conduct that is disorderly. Examples of disorderly conduct include:
  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 allowed in any school building, other than the one they normally attend, without permission from the building administrator.
7. Computer/electronics 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 Engaging in conduct that is insubordinate. Examples of insubordinate conduct include:

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

C Engaging in conduct that is disruptive. Examples of disruptive conduct include:

1. Failing to comply with the reasonable directions of teachers, school administrators, or other school employees in charge of students.

D Engage in conduct that is violent. Examples of violent conduct include:

1. Committing and act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator, or other school employee, or attempting to do so.
2. Committing and act of violence (such as hitting, kicking, punching, and scratching) upon another student or other person lawfully on school property, or attempting to do so.
3. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
4. Displaying what appears to be a weapon.
5. Threatening to use any weapon.
6. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other district employee or any person lawfully on school property, including graffiti or arson.
7. Intentionally damaging or destroying school district property.

E Engage in any conduct that endangers the safety, morals, health, or welfare of others. Examples of such conduct include:

1. Lying to school personnel.
2. Stealing the property of other students, school personnel, or any 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 or the person or the identifiable group by demeaning them.
  4. Discrimination, which includes the use of race, color, creed, national origin, religion, gender, sexual orientation, or disability as a basis for treating another in a negative manner.
  5. Harassment, which includes a sufficiently severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be or which a reasonable person would perceive as ridiculing or demeaning.
  6. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
  7. Hazing. See section on Hazing.
  8. Selling, using, or possessing obscene material.
  9. Using vulgar or abusive language, cursing or swearing.
  10. Smoking a cigarette, cigar, pipe, or using chewing or smokeless tobacco.
  11. Possessing, consuming, selling, distributing, or exchanging alcoholic beverages or illegal substances, or being under the influence of either.
  12. Inappropriately using or sharing prescription and over-the-counter drugs.
  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 discharge of a fire extinguisher.
- F Engage in misconduct 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.
- G Engage in any forms of academic misconduct. Examples of academic misconduct include:
1. Plagiarism.
  2. Cheating.
  3. Copying.
  4. Altering records.

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

## **Bullying**

For purposes of this policy, the term “bullying” among children is defined, in general, as: “a variety of negative acts carried out repeatedly over time. It involves a real or perceived imbalance of power, with a more powerful child or group attacking those who are less powerful.” Bullying can take three forms:

- a) Physical (including, but not limited to, hitting, kicking, spitting, pushing, taking personal belongings)
- b) Verbal (including, but not limited to, taunting, malicious teasing, name-calling, making threats); and
- c) Psychological (including, but not limited to, spreading rumors, manipulating social relationships, or engaging in social exclusion, extortion, or intimidation).

The District also prohibits “Internet bullying” (also referred to as “cyber-bullying”), including the use of Instant Messaging, e-mail, web sites, chat rooms, and text messaging, when such use interferes with the operation of the school or infringes upon the general health, safety, and welfare of District students or employees.

However, it is important to note that a single negative act as enumerated above may also constitute “bullying” (if not more serious misconduct) based upon the particular circumstances such as the seriousness of the act and/or the intent of the actor.

Penalties for bullying will be determined by the administration based on the severity and duration, but all concerned should be aware that it is considered to be a very serious offense.

## **Hazing**

For purposes of this policy, the term "*hazing*" among students is defined as any humiliating or dangerous activity expected of a student to join a group, regardless of their willingness to participate. Hazing behaviors include, but are not limited to, the following general categories:

- a) Humiliation: socially offensive, isolating, or uncooperative behaviors
- b) Substance abuse: abuse of tobacco, alcohol, or illegal drugs
- c) Dangerous hazing: hurtful, aggressive, destructive, and disruptive behaviors.

Incorporated within this definition are various forms of physical, emotional, and/or sexual abuse which may range in severity from teasing/embarrassing activities to life threatening actions.

Even if the hazing victim participated "willingly" in the activity, or there was no "intent" by the hazer to harm or injure another individual, hazing is still hazing and is against District policy, the *District Code of Conduct*, and may be in violation of New York State Law.

However, hazing of students does not need to rise to the level of criminal

activity for such conduct to be in violation of District rules and subject to appropriate disciplinary sanctions. Any hazing activity, whether by an individual or a group, shall be presumed a forced activity and in violation of Board policy, regardless of the "willingness" of the student to participate.

Penalties for hazing will be determined by the administration based on the severity and duration, but all concerned should be aware that it is considered to be a very serious offense.

### **Electronic Devices**

Students have no need for cell-phones during the school day. If students in the middle/high school carry cell-phones, those phones are to remain locked securely in the student's hall locker throughout the day.

Music devices such as mp-3 players are also banned except for the very rare occasions that they may be used for an academic purpose specified by a teacher.

Failure to comply with the policy on electronic devices is a category I offense.

The Oneonta City School District is not responsible for lost or stolen property.

### **Reporting Violations**

All students are expected to promptly report violations of the code of conduct to a teacher, guidance counselor, the building principal or his or her designee. Any student observing

a student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information immediately to a teacher, the building principal, the principal's designee or the superintendent.

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

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

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

The notification must identify the student and explain the conduct that violated the code of conduct and constituted a crime.

### **Procedures**

Occasionally, a student's behavior is such that it infringes on the rights of other students to a free and appropriate public education. The entire school community recognizes the gravity of such situations, reacts to them in a calculated way, and follows procedure in doing so. The amount of due process to which a student is entitled before a penalty is imposed depends on the penalty being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the penalty must inform the student of the alleged misconduct and must investigate, to the extent necessary, the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the school personnel imposing the disciplinary penalty in connection with the imposition of the penalty.

### **1. Suspension from Transportation**

If a student does not conduct himself/herself properly on the bus, the bus driver is expected to bring such misconduct to the attention of the building principal. Students who become a serious disciplinary problem may have their riding privileges suspended by the building principal, the superintendent or his designees. In such cases, the students' parents become responsible for seeing to it that the student gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance, the district will make appropriate arrangements to provide for the student's education. A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law 3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the building principal or the principal's designee to discuss the conduct and the penalty involved.

### **2. Alternative Instruction**

A student assigned to alternative instruction is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the district official imposing the Alternative Education to discuss the conduct and the penalty involved.

### **3. Teacher disciplinary removal of disruptive students**

A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Such practices may include, but are not limited to: (1) sending a student to the principal's office for the remainder of the class time only; or (2) sending a student to a guidance counselor or other district staff member for counseling. Time-honored classroom management techniques such as these do not constitute disciplinary removals for purposes of this code.

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.

If the disruptive student does not pose a danger or on-going threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being removed and an opportunity to explain his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class. A classroom teacher may remove a disruptive student from class for up to three days, providing that the procedure below has been followed and failed to modify the student's behavior.

1. When the teacher first identifies the student as a disruptive influence, the teacher should speak to the students and remind the student of the pertinent sections of the code. At this point a detention may be assigned.
2. If the behavior continues, the teacher shall contact the parent to discuss the student's behavior. The teacher will also inform an administrator that such a contact has been made.
3. If the student continues to be a disruption in class, the teacher will consult with other of the student's teachers to learn any classroom management techniques that may be successful with that individual and implement them when appropriate.
4. The removal from class applies to the class in which the offenses occur only.

If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24-hours. In this situation, the teacher must present a written explanation for the removal to the principal or his or her designee as soon as possible, but no later than the end of the school day. If the principal or designee is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day.

The teacher shall mail this written explanation (in the case of a student who poses a danger or on-going threat) or documentation that the process proscribed above has been followed to the parent of the student within 24 hours. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the principal or the principal's designee to discuss the reasons for the removal. In addition to the written notice, the teacher shall contact the parent by telephone.

The principal may require the teacher who ordered the removal to attend the informal conference. If at the informal meeting the student denies the charges,

the principal or the principal's designee must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal. The principal or the principal's designee may overturn the removal of the student from class if the principal finds any one of the following:

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

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

Any disruptive student removed from the classroom by the classroom teacher shall be assigned to the alternative instruction room during the period of that class to participate in appropriate teacher generated instruction and activities until he or she is permitted to return to the classroom. A complete log for all cases of removal of students from class shall be kept in the alternative instruction room.

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

#### **4. 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 principals.

Any staff member may recommend to the superintendent or the principal that a student be suspended. All staff members must immediately report and refer a violent student to the principal or the superintendent for a violation of the code of conduct.

The superintendent or principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the

facts relevant to the matter and record them for subsequent presentation, if necessary.

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

When the superintendent or principal (referred to as the “suspending authority”) proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law

§3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student’s parents in writing that the student may be suspended from school. The notice should also be provided by telephone.

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

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

After the conference, the principal shall promptly advise the parents in writing of his or her decision. The principal shall advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the superintendent within five business days, unless they can show extraordinary circumstances precluding them from doing so. The superintendent shall issue a written decision within 10 business days of receiving the appeal. If the parents are not satisfied with the superintendent’s decision, they must file a written appeal to the board of education with the district’s clerk within 10 business of the superintendent’s decision, unless they can show extraordinary circumstances precluding them from doing so. Only final decisions of the board may be appealed to the Commissioner within 30 days of the decision.

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

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

The superintendent shall personally hear and determine the proceeding or

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

An appeal of the decision of the superintendent may be made to the board that will make its decision based solely upon the record before it. All appeals to the board must be in writing and submitted to the district clerk within 10 business days of the date of the superintendent's decision, unless the parents can show that extraordinary circumstances precluded them from doing so. The board may adopt in whole or in part the decision of the superintendent. Final decisions of the board may be appealed to the Commissioner within 30 days of the decision.

## **Minimum Periods of Suspension**

### **1. Students who bring a weapon to school**

Any student, other than a student with a disability, found guilty of bringing a weapon onto school property will be subject to suspension from school for at least one calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214.

The superintendent has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the penalty, the superintendent may consider the following:

The student's age.

The student's grade in school.

The student's prior disciplinary record.

The superintendent's belief that other forms of discipline may be more effective.

Input from parents, teachers and/or others.

Other extenuating circumstances.

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

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

Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a weapon onto school property, shall be subject to suspension from school for at least five days. If the proposed penalty is the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If

the proposed penalty exceeds the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The superintendent has the authority to modify 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 repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom.**

Any student who repeatedly is substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom as defined in this code, 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 parents will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The superintendent has the authority to modify 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.

### **Referrals**

1. Counseling
2. The Guidance Office shall handle all referrals of students to counseling.
3. PINS Petitions

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

- a. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law.
- b. Engaging in an ongoing or continual course of conduct which makes the student ungovernable or habitually disobedient and beyond the lawful control of the school.
- c. Knowingly and unlawfully possesses marijuana in violation of Penal Law § 221.05. A single violation of § 221.05 will be a sufficient basis for filing a PINS petition.

### **3. Juvenile Delinquents and Juvenile Offenders**

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

- a. Any student under the age of 16 who is found to have brought a weapon

to school, or

- b. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20 (42).

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

### **Student Interrogations and Searches**

The Board of Education endeavors to provide an atmosphere on school property and at school functions that is safe and orderly. To achieve this kind of environment, any school official authorized to impose a disciplinary penalty on a student may question a student about an alleged violation of law or the district code of conduct. Students are not entitled to any sort of “Miranda”-type warning before being questioned by school officials, nor are school officials required to contact a student’s parent before questioning the student. However, school officials will tell all students why they are being questioned.

In addition, the Board authorizes the Superintendent of Schools, Building Principals, school nurses and district security officials to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will result in evidence that the student violated the law or the district code of conduct.

An authorized school administrator may conduct a search of a student’s belongings that is minimally intrusive, such as touching the outside of a book bag, without reasonable suspicion, so long as the school official has a legitimate reason for the limited search.

The rules of the code regarding searches of students and their personal belongings do not apply to student lockers, desks, and other school storage places, which are school property. School property may be searched at any time by school officials, without prior notice to students and without their consent.

### **Discipline of Students with Disabilities**

The board 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 enjoy 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 purposes of this section of the code of conduct, the following definitions apply.

A “suspension” means a suspension pursuant to Education Law § 3214. A “removal” means a removal for disciplinary reasons from the student’s current educational placement other than a suspension and change in placement to an interim alternative educational setting (IAES) ordered by an impartial hearing officer because the student poses a risk of harm to himself or 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 superintendent of schools or a building principal may order the placement of a student with a disability into an IAES, another setting or suspension for a period not to exceed five consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior.
  - b. The superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for up to 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 non-disabled students would be subject to suspension for the same behavior.
  - c. The superintendent may order additional suspensions of not more than 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.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a

student with a disability in an IAES setting for up to 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 10 consecutive school days; or
  - b. for a period of 10 consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year 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 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.

#### C. Special Rules Regarding the Suspension or Removal of Students with Disabilities

1. The district's Committee on Special Education shall:
  - a. Conduct functional behavioral assessments to determine why a student engages in a particular behavior, and develop or review behavioral intervention plans whenever the district is first suspending or removing a student with a disability for more than 10 school days in a school year or imposing a suspension or removal that constitutes a disciplinary change in placement, including a change in placement to an IAES for misconduct involving weapons, illegal drugs or controlled substances.

If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from his or her current educational placement for more than 10 school days in a school year is subjected to a suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary. If one or more members of the CSE believe that modifications are needed, the school district shall convene a meeting of the CSE to modify such plan and its implementation, to the extent the committee determines necessary.

- b. Conduct a manifestation determination review of the relationship between the student's disability and the behavior subject to

disciplinary action whenever a decision is made to place a student in an IAES either for misconduct involving weapons, illegal drugs or controlled substances or because maintaining the student in his current educational setting poses a risk of harm to the student or others; or a decision is made to impose a suspension that constitutes a disciplinary change in placement.

2. The parents of a student who is facing disciplinary action, but who has not been determined to be eligible for services under IDEA and Article 89 at the time of misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state law and regulations if, in accordance with federal and state statutory and regulatory criteria, the school district is deemed to have had knowledge that 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, the student will be considered a student presumed to have a disability for discipline purposes.
  - a. The superintendent, building principal or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
  - b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the district had knowledge the student was a student with a disability, the district either:
    - (i) conducted an individual evaluation and determined that the student is not a student with a disability, or
    - (ii) 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 engaged 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 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 school days shall be bifurcated into a guilt phase and a penalty phase in accordance with the procedures set forth in the Commissioner's regulations incorporated into this code.
6. The removal of a student with disabilities other than a suspension or placement in an IAES shall be conducted in accordance with the due process procedures applicable to such removals of non-disabled students, except that school personnel may not impose such removal for more than 10 consecutive days or for a period that would result in a disciplinary change in placement, unless the CSE has determined that the behavior is not a manifestation of the student's disability.
7. During any period of suspension or removal, including placement in an IAES, students with disabilities shall be provided services as required by the Commissioner's regulations incorporated into this code.

#### D. Expedited Due Process Hearings

1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into 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.
    - (i) 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.

(ii) 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 extensions.

#### E. Referral to law enforcement and judicial authorities

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

1. The district may report a crime committed by a child with a disability to appropriate authorities, and such action will not constitute a change of the student's placement.
2. The superintendent 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.

#### **Public Conduct on School Property**

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

The restrictions on public conduct on school property and at school functions contained in this code are not intended to limit freedom of speech or peaceful assembly. The district recognizes that free inquiry and free expression are indispensable to the objectives of the district. The purpose of this code is to maintain public order and prevent abuse of the rights of others.

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

#### A. Prohibited Conduct

No person, either alone or with others, shall:

1. Intentionally injure any person or threaten to do so.
2. Intentionally damage or destroy school district property or the personal property of a teacher, administrator, other district employee or any

person lawfully on school property, including graffiti or arson.

3. Disrupt the orderly conduct of classes, school programs or other school activities.
4. Distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program.
5. Intimidate, harass or discriminate against any person on the basis of race, color, creed, national origin, religion, age, gender, sexual orientation or disability.
6. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
7. Obstruct the free movement of any person in any place to which this code applies.
8. Violate the traffic laws, parking regulations or other restrictions on vehicles;
9. Possess, consume, sell, distribute or exchange alcoholic beverages, controlled substances, or be under the influence of either on school property or at a school function.
10. Possess or use weapons in or on school property or at a school function, except in the case of law enforcement officers or except as specifically authorized by the school district.
11. Loiter on or about school property.
12. Refuse to comply with any reasonable order of identifiable school district officials performing their duties.
13. Willfully incite others to commit any of the acts prohibited by this code.
14. Violate any federal or state statute, local ordinance or board policy while on school property or while at a school function.

#### B. Penalties

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

1. Visitors. Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection.
2. Students. They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured faculty members. They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020-a or any other legal rights that they may have.
4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law §75. They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.

5. Staff members other than those described in subdivisions 4 and 5. They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

### C. Enforcement

The building principal or his or her designee shall be responsible for enforcing the conduct required by this code. When the building principal or his or her designee sees an individual engaged in prohibited conduct, which in his or her judgment does not pose any immediate threat of injury to persons or property, the principal or his or her designee shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The principal or his or her designee shall also warn the individual of the consequences for failing to stop. If the person refuses to stop engaging in the prohibited conduct, or if the person's conduct poses an immediate threat of injury to persons or property, the principal or his or her designee shall have the individual removed immediately from school property or the school function. If necessary, local law enforcement authorities will be contacted to assist in removing the person. The district shall initiate disciplinary action against any student or staff member, as appropriate, with the "Penalties" section above. In addition, the district reserves its right to pursue a civil or criminal legal action against any person violating the code.

### **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 principal or his or her designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must report to the 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.
3. Visitors attending school functions that are open to the public, such as parent-teacher organization meetings or public gatherings, are not required to register.
4. Parents or citizens who wish to observe a classroom while school is in session are required to arrange such visits in advance with the classroom teacher(s), so that class disruption is kept to a minimum.
5. Teachers are expected not to take class time to discuss individual matters with visitors.
6. Any unauthorized person on school property will be reported to the principal or his or her designee. Unauthorized persons will be asked to leave. The

police may be called if the situation warrants.

7. All visitors are expected to abide by the rules for public conduct on school property contained in this code of conduct.

### **Acceptable Computer Usage Policy**

#### *Purpose of Policy*

The Oneonta City School District is pleased to offer students and employees access to district computing resources (computers, network resources, Internet, electronic mail, etc). The District believes that student learning benefits from access to the Internet to explore thousands of libraries and databases while exchanging information with other Internet users around the world.

In accordance with the requirements of the Children's Internet Protection Act (CIPA), E-Rate and Title II-D funding, this policy addresses:

- A. Access by minors to inappropriate matter on the Internet,
- B. Safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications,
- C. Unauthorized access including "hacking" and other unlawful activities by minors online,
- D. Unauthorized disclosure, use and dissemination of personal information regarding minors, and
- E. Restricting minor's access to materials harmful to minors.

While meeting the above requirements, this policy defines the acceptable use of Oneonta City School District computing services with a view of ensuring the reliability, security, and integrity of the system. The technology policies contained here have been formulated with student safety and achievement and data security as priorities.

#### **I. Instructor Responsibility**

- a. The District expects that teachers will blend thoughtful use of the Internet throughout the curriculum and will provide guidance and instruction to students in its use. As much as possible, access from school to Internet resources should be structured in ways which point students to those which have been evaluated prior to use. While students may be able to move beyond those resources to others that have not been previewed by staff, they shall be provided with guidelines and lists of resources particularly suited to learning objectives.
- b. When using the Internet for class activities, teachers will:
  - i. Select material that is age-appropriate and relevant to the course objectives.
  - ii. Preview the materials and sites students are required to access regarding appropriateness of material.
  - iii. Provide guidelines and lists of resources to assist students in channeling their research activities effectively and properly.

- iv. Assist students in developing the skills to ascertain truthfulness of information, distinguish fact from opinion, and engage in discussions about controversial issues while demonstrating tolerance and respect for those who hold divergent views.
- c. Instructors are responsible for his/her actions and activities involving school district computers, networks, and Internet services, and his/her computer files, passwords and accounts.

## II. Student Responsibility

- a. The District expects that students will use computing resources when appropriate to meet educational needs.
- b. Students will use District computing resources ONLY for educational purposes.
- c. Students will use only those user ID's and passwords which are assigned to them for access to District computing resources.
- d. Students will protect their personal user ID's and passwords to maintain the integrity and prevent unauthorized use of District computing resources.
- e. Students are responsible for his/her actions and activities involving school district computers, networks, and Internet services, and his/her computer files, passwords and accounts.
- f. Students are responsible for protecting their identity and will not reveal personal information (name, address, telephone) online.

## III. Parental Responsibility

- a. Parents can expect that their children will use the Internet at school for reasonable, educational research and learning. Students will have an appropriate degree of supervision according to their grade level and ability.
- b. Parents are responsible for setting and conveying the standards that their children should follow when using media and information resources.
- c. Parents will have the right to investigate contents of their child's electronic files.

## IV. Privacy

- a. System users have no expectation of privacy in the contents of their personal files and records of their online activity while on the District system.
- b. Routine maintenance and monitoring of the system may lead to discovery that the user has or is violating the Acceptable Computer Use Policy, student disciplinary code, Board of Education policy, or law.
- c. District system users should be aware that their personal files/email might be discoverable, according to the state public records laws.

## V. Due Process and Violation Consequences

- a. The District will cooperate fully with local, state, or federal officials in any investigation regarding illegal activities conducted through the Internet or the District email system.
- b. If an allegation is made that a student has violated the Acceptable Computer Use Policy, the student will be provided with a notice and opportunity to be heard in the manner set forth in the student disciplinary code.
- c. Disciplinary actions should be related to the violation and may include loss of account.
- d. Employee violations of the Acceptable Computer Use Policy will be handled in accordance with district policy.

## VI. Email

- a. Staff Email
  - i. Full time certified employees will receive an email account. Classified and/or part time employees may receive an account if approved by the building administrator.
  - ii. Email / Computer passwords are an important safeguard of our systems and must not be shared.
  - iii. Employees should understand and practice responsibility regarding email use and the risk of opening unexpected email attachments.
- b. Student Email accounts
  - i. Limited student email accounts may be provided for educational purposes.
  - ii. Student email accounts will be monitored for inappropriate content.

## VII. Netiquette

- a. Courtesy, decorum, respect and appropriate language is expected in electronic communications.
- b. Users should be sparing in their use of shared bandwidth.

## VIII. Acceptable Use of Technologies

- a. The level of access that users have to school district computers, networks and Internet services is based upon specific user requirements and needs.
- b. User access to the school district's computers, networks and Internet services is provided for administrative, educational, communications and research purposes consistent with the school district's educational mission, curriculum and instructional goals. General rules and expectations for professional behavior and communication apply to use of the school district's computers, networks and Internet services.

## IX. Unacceptable Use of Technologies

General examples of unacceptable uses which are expressly prohibited include, but are not limited to, the following:

- a. Intentionally introducing viruses or any code which disrupts or damages the system.
- b. Attempting to circumvent the system's protective measures
- c. Installing software or hardware without explicit permission of system administrators.
- d. Using communications technology to harass or threaten others.
- e. Any inappropriate communications. The term inappropriate or unacceptable will be defined by district administrators in each situation.
- f. Purposely accessing inappropriate sites.
- g. Using a username/user ID and/or password that is not your own to access any district computer system.
- h. Any use as a forum for communicating by email or any other medium with other school users or outside parties to solicit, proselytize, advocate or communicate the views of an individual or non-school sponsored organization; to solicit membership in or support of any non-school sponsored organization; or to raise funds for any non-school sponsored purpose, whether profit or non-for-profit. No user shall knowingly provide school email address to outside parties whose intent is to communicate with school employees, students and/or their families for non-school purposes. Users who are uncertain as to whether particular activities are acceptable should seek further guidance from the building principal or other appropriate administrator.

#### X. Content Filtering

- a. Internet content filtering is mandated by law (Children's Internet Protection Act) and is implemented at Oneonta City School District at the user level. All student and public accounts (such as those used at library public access computers) are affected by the filtering mechanism.
- b. Internet filtering should strive for the proper balance of safety and access to information.
- c. Email content is checked for virus type code both incoming and outgoing. Certain types of file attachments that are commonly used to transmit viruses are blocked. Email is not screened for inappropriate content.

#### XI. Liability

- XII. The district makes no warranties either expressed or implied that the computer and/or network services provided through the district system will be error free. The district will not be responsible for any interruption of service or errors experienced by loss of or damage to data. The district will not be responsible for accuracy or quality of information obtained neither through the system nor for any financial obligations arising through the unauthorized use of the system. Users shall indemnify and hold the district harmless from any losses sustained as the result of intentional misuse of the system by the user.

### XIII. Audits

The administration may conduct periodic audits of software installed on district computers.

### XIV. Acceptable Software

To safeguard the system, restrictions are necessary regarding installation of non-supported software.

### XV. Web Sites

#### a. Student / Organizational Web Sites

- i. Must be sponsored and have continuing oversight of an adult staff member including the adult's contact information.
- ii. Students will be taught not to reveal personal information (name, address, telephone or credit card number) online.
- iii. All Web pages created by students and student organizations on the district's computer system will be subject to treatment as district sponsored publications. Accordingly, the district reserves the right to exercise editorial control over such publications.

#### b. District Web Sites

##### i. School web sites

1. School websites should be kept current and updated at least quarterly.
2. Web site design should follow district standards for quality and accessibility.
3. School web sites must provide a link to the Oneonta City School District home page.
4. Links should be thoroughly screened for appropriateness.
5. Consent for use of copyrighted materials must be obtained or permitted by software licenses. The Fair Use Exemption should not be assumed.

#### c. Acceptable Use / Copyrights (also see article XV)

- i. Use of copyrighted materials requires consent of the copyright owner.

#### d. Including student works

- i. Including good examples of student works is strongly encouraged.
- ii. Use of the student name must follow district policy appropriate for the age of the student. In all cases student or parent wishes in the matter must be honored.

#### e. Interactivity

- i. Where appropriate, interactive content (discussions, forums, email communications) is encouraged. Online discussions and forums submissions must be screened for appropriateness before being posted.

- ii. All interactive websites must adhere to the Children's Online Privacy Protection Act (COPPA) regulations. See:  
<http://www.ftc.gov/bcp/online/pubs/buspubs/coppa.htm>

f. Student Photographs / Names (Individual )

- i. No addresses, student email addresses or student ID numbers may be published on web pages.
- ii. Student home addresses and/or phone numbers may not be published on public district web sites.
- iii. Photographs of individual students should not be displayed on a school building Web site or district wide Web site unless prior, explicit permission has been obtained from a parent or guardian.
  - 1. Grades K – 5: Unless written consent is obtained, publication of photos of this age group on district web sites must be of groups of three or more individuals. No names may be associated with the photographs unless written parental consent is obtained. Photos from a distance are encouraged.
  - 2. Grades 6-8: Unless written consent is obtained, photos of this age group on district web sites must be of groups of three or more individuals. First names may be associated with the photographs. Full names may be used only with parental consent.
  - 3. Grades 9-12: Web publication of photos of individual students is permitted. First and last names published in association with the photograph are permitted only with parental/student consent. An exception to this policy is allowed for photography of extracurricular events and teams, though individual parental/student preferences must still be followed.
- iv. Unauthorized use of a student's likeness or other identifiable information could constitute a violation of the Family Educational Rights and Privacy Act (FERPA).

XVI. Copyrighted Materials

- a. Use of Copyrighted materials: The Board of Education of the Oneonta City School District hereby affirms that respect for personal property, whether tangible or intangible, is vital to maintaining a stable learning and work environment. Students and employees of the school district are expected to follow copyright law and the copyright procedures established by the Superintendent. Any willful infringement will be punished in accordance with the student disciplinary code and employee disciplinary procedure. Students and staff members who willfully infringe the copyrights of others will be reported to the appropriate authorities and may be subject to criminal or civil penalties. The Board of Education hereby directs the Superintendent of Schools to implement regulations consistent with this policy.
- b. Ownership of Products: Unless there is a specific agreement to the contrary, products created within the scope of employment relationship

shall be the property of the Board of Education. K-12 student work, unless created while the student is working for the school district, are the property of the individual student. Unless a student gives specific direction to the contrary, the school district may display notable student work created during the same school term or school year in education contexts (e.g., posting on school bulletin board or at a school show). In the opinion of the Board of Education, such limited educational posting constitutes fair use.

## **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 at a general assembly held at the beginning of each school year.
2. Making copies of the code available to all parents at the beginning of the school year.
3. Mailing a summary of the code of conduct written in plain language to all parents of district students before the beginning of the school year and making this summary available later upon request.
4. Providing all current teachers and other staff members with a copy of the code and a copy of any amendments to the code as soon as practicable after adoption.
5. Providing all new employees with a copy of the current code of conduct when they are first hired.
6. Making copies of the code available for review by students, parents and other community members.

The board will sponsor an in-service education program for all district staff members to ensure the effective implementation of the code of conduct. The superintendent may solicit the recommendations of the district staff, particularly teachers and administrators, regarding in service programs pertaining to the management and discipline of students. The board of education will review this code of conduct every year and update it as necessary. In conducting the re-view, 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, and parent organizations, school safety personnel and other school personnel. Before adopting any revisions to the code, the board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate. The code of conduct and any amendments to it will be filed with the Commissioner no later than 30 days after adoption.

## **POLICY B.29      Required Policies**

### **SUBJECT: CHILD ABUSE**

In accordance with Education Law 3209-a, the Board of Education directs the Superintendent to develop a set of procedures detailing the District's responsibilities pursuant to Article Six of the Social Services Law pertaining to abused and maltreated children. Those procedures shall specify the procedures to be followed regarding:

1. Mandatory reporting requirements of suspected child abuse or neglect;
2. Procedures for reporting child abuse and neglect including which District personnel are required to report;
3. Provisions for taking a child into protective custody;
4. Mandatory reporting of deaths;
5. Immunity from liability and penalties for failure to report; and
6. Obligations for provision of services and procedures necessary to safeguard the life of a child.

The District shall establish and implement a training program for all District personnel regarding the policies and procedures for reporting child abuse and neglect.

Adopted: 7/07/10

## **POLICY B.30     Required Policies**

### **SUBJECT: FIELD TRIP POLICY**

When the District has provided transportation to students to a school sponsored field trip, extracurricular activity or other similar event involving the use of School District transportation services, the School District shall return all students to the point of departure unless the parent or legal guardian of the student has provided the District with written notice authorizing an alternative form of return transportation of such student. If intervening circumstances make School District transportation of any one student impractical, then a chaperone shall remain with the student until the parent(s) or legal guardian has been contacted and informed of the intervening circumstances which make such transportation impractical and such student and the parent(s) or legal guardian are together in the same location.

I have read this field trip or extracurricular activity transportation policy. I agree to abide by the policy and I understand that I may be asked to remain with the student if return transportation for the student is impractical.

Dated:

Chaperone's signature:

Please note that the second paragraph of the policy is in the policy in order to provide chaperones with notice that they may be called upon to remain behind. Accordingly, the document should be signed and dated by chaperones before the commencement of the trip. We suggest the following as a sign-out form:

### **Extracurricular or Field Trip Transportation Release**

I hereby authorize my son or daughter to be transported from the District sponsored extracurricular activity or field trip in the manner described below:

Date of Activity:

Name of Student

Alternate Transportation\* (*please indicate the name of the individual transporting the student*) \*

Parent or Legal Guardian signature:

Adopted: 7/07/10

# **POLICY B.31 Required Policies**

## **SUBJECT: INVESTMENT POLICY**

### **1. Scope**

This investment policy applies to all moneys and other financial resources available for investment on its own behalf of any other entity or individual.

### **2. OBJECTIVES**

The primary objectives of the School District's investment activities are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield).

### **3. DELEGATION OF AUTHORITY**

The governing board's responsibility for administration of the investment program is delegated to the treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

### **4. PRUDENCE**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the School District to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probably income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

### **5. DIVERSIFICATION**

It is the policy of the School District to diversify its deposits and investments by financial institution, by investment instrument, and by maturing scheduling.

### **6. INTERNAL CONTROLS**

It is the policy of the School District for all moneys collected by any officer or employee

of the government to transfer those funds to the treasurer within five business days of deposit, or within the time period specified in law, whichever is shorter.

The treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

## **7. DESIGNATION OF DEPOSITARIES**

The bank and trust companies authorized for the deposit of monies up to the maximum amounts are:

(List depository name, maximum amount and officer)

## **8. COLLATERALIZING OF DEPOSITS**

In accordance with the provisions of General Municipal Law § 10, all deposits of School District, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- a. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML § 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
- b. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
- c. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

## **9. SAFEKEEPING AND COLLATERALIZATION**

Eligible securities used for collateralizing deposits shall be held by depository or a third party bank or trust company subject to security and custodial agreements as determined by the treasurer.

The security agreement shall provide that eligible securities are being pledged to secure the School District deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the School District to exercise its rights against the pledged securities. In the event that the securities are

not registered or inscribed in the name of the School District, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the School District or its custodial bank.

The custodial agreement shall provide that securities held by the bank or, trust company, or agent of and custodian for, the School District, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the School District a perfected interest in the securities.

## **10. PERMITTED INVESTMENTS**

As authorized by General Municipal Law § 11, the School District authorizes the treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts
- Certificates of deposit
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- Obligations issued pursuant to LFL § 24.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the School District.
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments.
- Certificates of Participation (COPs) issued pursuant to GML 109-b. Obligations of this School District, but only with any moneys in a reserve fund.
- Obligations of this School District, but only with any moneys in a reserve fund established pursuant to GML § § 6-c,6-d,6-e,6-g,6-h,6-j,6-k,6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the School District within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the School District within two years of the date of purchase.

## **11. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS**

The School District shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the School District conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the School District. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositaries, trading partners and custodians. Such listing shall be evaluated at least annually.

## **12. PURCHASE OF INVESTMENTS**

The Treasurer is authorized to contract for the purchase of investments:

- a. Directly, including through a repurchase agreement, from an authorized trading partner.
- b. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
- c. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchased obligations, unless registered or inscribed in the name of the School District, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the School District by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, § 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the School District, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the School District a perfected interest in the securities.

## **13. REPURCHASE AGREEMENTS**

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.

- Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

**APPENDIX A**

*Schedule of Eligible Securities*

- \_\_\_\_\_ (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
  
- \_\_\_\_\_ (ii) Obligations issued or full guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
  
- \_\_\_\_\_ (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
  
- \_\_\_\_\_ (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
  
- \_\_\_\_\_ (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
  
- \_\_\_\_\_ (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

- \_\_\_\_\_ (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
  
- \_\_\_\_\_ (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
  
- \_\_\_\_\_ (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
  
- \_\_\_\_\_ (x) Commercial paper and bankers' acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
  
- \_\_\_\_\_ (xi) Zero coupon obligations of the United States government marketed as "Treasury strips".

### **THIRD PARTY CUSTODIAL**

THIS AGREEMENT, made and executed this \_\_\_ day of \_\_\_\_\_, 20 , between \_\_\_\_\_, located in the County of \_\_\_\_\_, State of New York, (“School District”), \_\_\_\_\_ having offices at \_\_\_\_\_, New York (“Bank”) and \_\_\_\_\_ having offices at \_\_\_\_\_, New York (“Custodian”).

### **WITNESSETH**

WHEREAS, the School District desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the School District as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereby agree as follows:

#### **1. Schedule of Deposits and Required Security**

Attached as Exhibit A hereto is a schedule of the maximum amount of the Deposits anticipated by the School District and the Bank during each school year and the Collateral Requirement to be provided by the Bank during each such school year. The obligation of the Bank to provide Eligible Collateral pursuant to this Agreement shall not be less than the Collateral Requirement shown in Exhibit “A” unless the School District and, at any time during the term of this agreement, agree to amend Exhibit “A”. Any such amendments to either increase or decrease the Collateral Requirement shown in Exhibit “A” shall be confirmed in writing by either party at least ten Business Days before the new Collateral Requirement becomes effective. A copy of any amendments made pursuant to this section shall be furnished to the Custodian.

#### **2. Security Requirements**

- a. The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the School District, including any interest due thereon, shall provide the School District with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Securities are provided pursuant to this paragraph, the Bank hereby grants to the School District a pledge and security interest in and to such Eligible Securities and shall deliver such Eligible Securities to the Custodian in the manner prescribed in Section 3 of this Agreement.
- b. The Custodian will monthly determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement. If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of

such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

- c. The Bank may substitute Eligible Collateral (“Substitute Collateral”) for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Notice thereof to the Custodian of any proposed substitution. In the event that the Custodian determines that the Substitute Collateral described in such notice consists exclusively of Eligible Securities having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Securities out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the School District shall be required before the Bank or Custodian may complete the substitution described in such notice unless the School District has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit or Eligible Surety Bond to be provided as Substitute Collateral.
- d. The Custodian, to the extent not contained in the confirmation required by paragraph c. of Section 3 of this Agreement, shall provide the School District with a written confirmation setting forth: (1.) a complete description of Eligible Collateral provided, reduced or transferred to or from the Account pursuant to this section; and, (2.) the Market Value and Adjusted Market Value of such Eligible Collateral as of the date of such transaction.

### **3. Custody of Eligible Securities**

- a. The Bank and School District hereby appoint the Custodian as custodian of all Eligible Securities at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Securities as pledged by the Bank to the School District. The Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as Custodian for, and agent of, the School District.
- b. The Bank and School District agree that Eligible Securities delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of the Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the School District or Custodian. The Bank and School District hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System or the Depositories all Eligible Securities that may be deposited therein and to utilize the Book Entry System or Depositories and the receipt and delivery of physical securities or any combination thereof in connection with its performance hereunder. Eligible

Securities credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of the Custodian that include only assets held by the Custodian for customers, including but not limited to accounts in which the Custodian acts in a fiduciary, agency or representative capacity. Eligible Securities that are not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

- c. The Custodian shall provide the School District and Bank with a written confirmation on each Business Day on which Eligible Securities are transferred to and from the Account. Such confirmation shall identify the specific securities which are the subject to the confirmation and state both the Market Value and Adjusted Market Value thereof. The Custodian shall also provide the School District and the Bank each month with a statement identifying all Eligible Securities in the Account, the Market Value and Adjusted Market Value thereof as of the date of such statement.
- d. The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.
- e. With respect to all Eligible Securities held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Securities in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Securities which, in the opinion of the Custodian, are intended for the beneficial owner of the Eligible Securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Securities held by the Custodian hereunder; and (v) upon receipt of written instruction from the Bank, the Custodian will exchange Eligible Securities held hereunder for other securities or cash in connection with any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

#### **4. Events of Default**

In the event the Bank shall fail to pay the School District any amount of the Deposits by the School District covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the School District shall have the right to unilaterally demand delivery of all Eligible Securities in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the School District, after deducting all legal expenses and other

costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the School District and shall return the surplus, if any, to the Bank.

## **5. Representation and Warranties**

- a. Representations of the Bank. The Bank represents and warrants that:
  - 1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Securities pledged pursuant to this Agreement.
  - 2) the form of this Agreement was approved by its board of directors;
  - 3) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
  - 4) all securities pledged pursuant to this Agreement are Eligible Securities and that all letters of credit and surety bonds obtained by the Bank in satisfaction of its obligations hereunder and of which the School District is the beneficiary are Eligible Collateral;
  - 5) the Bank is a bank or trust company located and authorized to do business in the State of New York;
  - 6) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.
- b. Representations of the School District. The School District hereby represents and warrants that:
  - 1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the School District in accordance with its terms;
  - 2) the appointment of the Custodian has been duly authorized and no other action by the School District is required and this Agreement was executed by an officer of the School District authorized to do so;
  - 3) it will not transfer, assign its interests in or the rights with respect thereto any Eligible Securities pledged pursuant to this Agreement except as authorized pursuant Section 4 of the Agreement.
  - 4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

## **6. Concerning the Custodian**

- a. The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or

omitted by it in good faith and conformity with such advice or opinion. The School District and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the School District and Bank notwithstanding the termination of this Agreement.

- b. The Custodian shall not be responsible for, or considered to be the Custodian of, any security received by it for deposit in the Account until the Custodian actually receives and collects such security directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the School District's behalf where such credits have been previously made and the Eligible Securities are not finally collected.
- c. The Bank shall pay to the Custodian such fees as may be agreed upon from time to time.
- d. The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.
- e. The School District's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the School District's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the School District, copies of any such books and records shall be provided by the Custodian to the School District or the School District's authorized officer at the School District's expense.

## **7. Termination**

Any of the parties hereto may terminate this agreement by giving to the other party a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice on which the Deposits are repaid in full. Such notice shall not affect or terminate the School District's security interest in the Eligible Securities in the Account. Upon termination hereof, the Bank shall pay to the Custodian such compensation as may be due to the Custodian as of the date of such termination and the Custodian shall follow such reasonable Written instructions of the Bank and the School District, the Custodian shall act pursuant to the School District's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

## **8. Miscellaneous**

- a. The School District and Bank each agrees to furnish to the Custodian a new

Certificate (Exhibit C) in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

- b. Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its Offices set forth on page one or at such other place as the Custodian may from time to time designate in writing.
- c. Any notice or other instrument in writing, authorized or required by this Agreement to be given to the School District shall be sufficiently given if sent to the Bank by regular mail to its Offices set forth on page one or at such other place as the Bank may from time to time designate in writing.
- d. Any notice or other instrument in writing, authorized or required by this Agreement to be given to the School District shall be sufficiently given if sent to the School District by regular mail to its Offices set forth on page one or at such other place as the School District may from time to time designate in writing.
- e. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.
- f. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.
- g. This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.
- h. This Agreement shall be construed in accordance with the laws of the state of New York without regard to conflict of law principles thereof.

## **9. Definitions**

Whenever used in this Agreement the following terms have the following meanings:

- a. "Account" shall mean the custodial account established with the Custodian for the benefit of the School District as secured party in accordance with this Agreement.
- b. "Adjusted Market Value" shall be one hundred percent of Market Value except that: (1.) in the case of Eligible Securities enumerated in subparagraphs (v), (vi) and (vii) of Exhibit B, the Adjusted Market Value shall be an amount equal to its Market Value divided by 0.9 if such Eligible Security is not rated in the highest rating category by at least one nationally recognized statistical rating agency, but is so rated in the second highest rating category, and an amount equal to its Market Value divided by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2.) in the case of Eligible Securities enumerated in subparagraphs (viii), (x) and (xi) of

Exhibit B, the Adjusted Market Value shall be an amount equal to its Market Value divided by 0.8; and (3.) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be one hundred and forty percent Market Value.

- c. "Authorized Person" shall be an officer of the School District or Bank, as the case may be, duly authorized to give Oral instructions or Written Instructions on behalf of School District or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C" attached hereto, as such Exhibit may be amended from time to time.
- d. "Bank" shall mean any bank as defined by the banking law of the State of New York or a national banking association located and authorized to do business in New York.
- e. "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering government securities.
- f. "Business Day" shall mean any day on which the Custodian and the Bank are open for business and on which the Book Entry System or the Depositories are open for business.
- g. "Certificate" shall mean the Certificate attached hereto as Exhibit "C".
- h. "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and School District agree to a different amount in accordance with this Agreement.
- i. "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.
- j. "Deposits" shall mean all deposits by the School District in the Bank that are available for all uses generally permitted by the Bank to the School District for actually and finally collected funds under the Bank's account agreement or policies.
- k. "Eligible Collateral" shall mean Eligible Securities, Eligible Letters of Credit and Eligible Security Bonds.
- l. "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the School District for a term not to exceed ninety days by either: (1.) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories based on the credit of such bank or holding company by at least one nationally recognized statistical rating organization; or, (2.) by a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.
- m. "Eligible Securities" shall mean any securities of the types enumerated in the Schedule of Eligible Securities attached hereto as Exhibit "B", as such Schedule may be amended by the parties in writing from time to time. Such Schedule may

establish limitations pertaining to the types or amounts of Eligible Securities which may be provided pursuant to this Agreement.

- n. "Eligible Security Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
- o. "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian or by the Bank or the most recently available closing bid quotation from such source plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value or a closing bid price for a particular security, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers or based on information otherwise reasonably acceptable to the School District; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety. Bonds shall be the face amount thereof.
- p. "Margin Percentage" shall equal 10%.
- q. "Nationally Recognized Statistical Rating Organization" shall mean Moody's Standard and Poors, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.
- r. "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.
- s. "Substitute Collateral" shall have meaning set forth in paragraph C. of Section 2. of this Agreement.
- t. "Uninsured Deposits" shall mean that portion of the School District's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.
- u. "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

By:

By:

President

By:

# EXHIBIT A

## OPTION A.

### SCHEDULE OF ANTICIPATED DEPOSIT and COLLATERAL REQUIREMENTS

Month	Maximum Amount of Anticipated Uninsured	Amount of Collateral Required Deposits
January	\$	\$
February	\$	\$
March	\$	\$
April	\$	\$
May	\$	\$
June	\$	\$
July	\$	\$
August	\$	\$
September	\$	\$
October	\$	\$
November	\$	\$
December	\$	\$

## OPTION B.

### Collateral Requirement

On any Business Day that the School District has Uninsured Deposits in the Bank, the Bank, in accordance with Paragraph B. of Section 2. of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

## **EXHIBIT B - Schedule of Eligible Securities**

- \_\_\_\_\_ (i) Obligations issued or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- \_\_\_\_\_ (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- \_\_\_\_\_ (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- \_\_\_\_\_ (iv) Obligations issued or fully insured or guaranteed by the State of New York obligation issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- \_\_\_\_\_ (v) Obligations issued by state (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- \_\_\_\_\_ (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- \_\_\_\_\_ (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are balanced by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- \_\_\_\_\_ (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- \_\_\_\_\_ (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- \_\_\_\_\_ (x) Commercial paper and banker's acceptances issued by a bank other than the Bank rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- \_\_\_\_\_ (xi) Zero coupon obligations of the United States government marketed as "Treasury Strips".

# **EXHIBIT C**

## **Certificate of Authorized Persons**

## **POLICY B.32 Required Policies**

### **SUBJECT: UNSAFE SCHOOL CHOICE PROCEDURES**

(for use by a school where transfer to a safe school is within the district)

Only for Use in a School with Multiple Buildings

#### **1. Student Victim of a Violent Criminal Offense Committee on Campus.**

A Definition: Violent Criminal Offense shall mean a crime that involves:

- i. infliction of serious physical injury upon another as defined in the Penal Law;
- ii. a sex offense that involves forcible compulsion; or
- iii. any other offense defined in the Penal Law that involves the use or threatened use of a deadly weapon.

B Any school employee in charge of investigating an incident suspected of being a violent criminal offense shall report the matter to the Superintendent as soon as practically possible.

C The Superintendent shall determine whether a student has been the victim of a violent criminal offense as defined above. In reaching a determination, the Superintendent shall:

- i. communicate with the School Administrator in charge of investigating the event;
- ii. consult with local law enforcement agencies investigating the matter, if any, and consider any reports or records provided by the agency. A criminal conviction is not necessary to find that a student has been the victim of a violent criminal offense under this procedure;
- iii. review the list created by the State (attached as Appendix A) of enumerated offenses considered to be violent criminal offenses;
- iv. contact the District's legal counsel if necessary;
- v. make the determination within nine school days of the incident and notify the person in parental relation to the alleged victim within 24 hours of the Superintendent's determination.

Where the Superintendent determines that:

- a. the student is not the victim of a violent criminal offense, use Form 1-A.
- a. a student is a victim of a violent criminal offense, use Form 1-B.

D The Superintendent's determination in this matter has no affect on the outcome of any disciplinary proceeding regarding the same incident.

E If the Superintendent determines that the student was a victim of a violent criminal offense and the student makes a written transfer request, the transfer will take place as soon as it is practically possible but no later than 30 school days from receipt of the request unless circumstances make it impossible to act within such

time period.

## **2. Persistently Dangerous Schools Determination**

- A. Should the Commissioner of Education designate any of the schools within the District a persistently dangerous school, the District will notify the persons in parental relation to each student attending the school or schools that have been designated persistently dangerous. (Use Form 1-C attached).
- B. The District will give such notification within ten school days of learning of the Commissioner's designation.
- C. Upon receiving written notice from the person in parental relation of a student that qualifies for a transfer, the District will transfer the student within 30 days of receipt of the written request for transfer unless circumstances make it impossible.

## **3. Safe School Designation**

Where the Superintendent has determined that a transfer may occur under the Unsafe School Choice Procedure, the Superintendent shall notify the Board. The Board shall, if practical, designate a safe public school to which affected students may transfer.

Adopted: 7/07/10

# **FORM 1-A**

## **Superintendent's Determination that Student is NOT a Victim of a Violent Criminal Offense**

**Oneonta City School District  
Oneonta, New York 13820**

**(Person in Parental Relationship to Alleged Victim)**

**(Address)**

**Re: (Name of Student)**

The Superintendent has determined that the above named student has not been the victim of a violent criminal offense regarding the incident of (insert date of alleged incident). The person in parental relationship to the student has the right to appeal the Superintendent's decision that the student has the right to appeal the Superintendent's decision that the student has not been a victim of a violent criminal offense in this matter to the Board of Education by requesting an appeal in writing within 30 days of the date of this notice.

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Superintendent

# **FORM 1-B**

## **Superintendent's Determination that Student IS a Victim of a Violent Criminal Offense**

**Oneonta City School District  
Oneonta, New York 13820**

**(Person in Parental Relationship to Alleged Victim)**

**(Address)**

**Re: (Name of Student)**

The Superintendent has determined that the above named student has been the victim of a violent criminal offense regarding the incident of (insert date of alleged incident).

The student has the right to transfer to another school building within the District. All requests to transfer the student must be made in writing within 30 days of the date of this notice. This right to transfer only exists if the District is operating a second school building at the same grade level and if the transfer is reasonably practical. The Superintendent makes this decision on a case-by-case basis.

The person in parental relation to the student may request that the student be transferred back to the original school at any time. If a retransfer is requested, the District reserves the right to make the transfer back to the original school effective at the start of classes of the following academic year.

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Superintendent

# **FORM 1-C**

## **Commissioner's Determination that School is Persistently Dangerous**

The Commissioner of Education has determined that (insert the name of school) is a persistently dangerous school within the definition of the No Child Left Behind Act. Under the law, all students attending the above named school have the right to request a transfer to another school.

This right to transfer only exists if the District is operating a second school building at the same grade level and if the transfer is reasonably practical. The Superintendent makes this decision on a case-by-case basis. All requests to transfer students must be made in writing within 30 days of the date of this notice. The person in parental relation to a student may request that the student be transferred back to the original school at any time. If a retransfer is requested, the District reserves the right to make the transfer back to the original school effective at the start of classes of the following academic year.

Adopted: 7/07/10

## **POLICY B.33      Required Policies**

### **SUBJECT: DRUG-FREE WORKPLACE POLICY**

It is the policy of the Oneonta City School District to maintain a drug-free workplace for all programs that receive federal funds. Employees of the District are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on school property. Controlled substance means a controlled substance in Schedules 1. through 5. of Federal Regulations as defined in 21CFR § 1308.11 through 1303.15.

The Board of Education directs the administration to develop regulations to comply with this policy, and further supports such action and activities of the administration as shall be required to maintain a drug-free workplace. 41 USC § 701 etc.

Adopted: 7/07/10

## **POLICY B.34     Required Policies**

### **SUBJECT: PURCHASING**

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 of Education. The purchasing process should enhance school operations and educational programs through the procurement of goods and services deemed necessary to meet District needs.

### **Competitive Bids and Quotations**

As required by law, the Superintendent will follow normal bidding procedures in all cases where needed quantities of like items

## **POLICY B.35      Required Policies**

### **SUBJECT: ONLINE BANKING SERVICES POLICY**

The Board of Education of the Oneonta City School District insists on clear, complete and detailed accounting of all financial transactions for which the Board is held accountable. The transferring of funds via online banking services between the various accounts and transfer of funds from District accounts to non-district accounts for various purposes are financial transactions to be properly monitored and controlled.

The following are online banking activities the District engages in:

1. viewing bank account information
2. Interfund transfers
3. the remittance of employee payroll tax withholdings and other Deductions
4. the paying of the District's debt obligations
5. the remittance of employee payroll direct deposits
6. transfer of district funds into investments
7. receipt of funds from other institutions, State and Federal governments

The district Business Manager, with a separate established user name and password, will have the authority to administer the level of transaction permissions. The district Treasurer, with a separate established user name and password, will have the authority to process online banking transactions. The district Deputy Treasurer with separate established user name and passwords will have the authority to process online banking transactions upon review and approval of the Business Manager or Treasurer.

To verify the accuracy and legitimacy of online banking requests, the District will establish an approval process. Prior to online banking transactions the request for the transactions will be reviewed by the Business Manager who will supply authorized personnel with a signed approval to make transfers of funds via a book entry. The Business Manager shall by separate established user name and password review wire transfer request for approval or the Business Manager or Deputy Treasurer will confirm with the bank any transfer request for which they did not initiate.

The District Treasurer shall report monthly to the Board of Education transfers of funds via book entry or wire transfers. The monthly report shall be part of monthly bank statement reconciliations presented to the Board of Education.

Online banking transactions will only be done on designated district computers.

Adopted: 05/18/11

## **POLICY B. 36      REQUIRED POLICIES**

### **Concussion Management Policy**

The Board of Education of the Oneonta City School District recognizes that concussions and head injuries are commonly reported injuries in children and adolescents who participate in sports and recreational activity and can have serious consequences if not managed carefully. Therefore, the District adopts the following policy to support the proper evaluation and management of head injuries. The policy is developed in accordance with New York State Law.

A concussion is a mild traumatic brain injury. A concussion occurs when normal brain functioning is disrupted by a blow or jolt to the head or body resulting in rapid acceleration/deceleration of the brain. Recovery from concussion will vary. Avoiding re-injury and over-exertion until fully recovered are the cornerstones of proper concussion management. While district staff will exercise reasonable care to protect students, head injuries may occur.

Physical education teachers, coaches, nurses and other appropriate staff will receive training to recognize and/or notification of the signs, symptoms and behaviors consistent with a concussion. Any student exhibiting those signs, symptoms and or behaviors while participating in a school sponsored class, extracurricular activity or interscholastic athletic activity shall be removed from the game or activity immediately. The student will not be permitted to return to activity until authorized by a physician. Once a student is evaluated by a physician it is required that the results and any diagnosis be shared with the school.

If a student sustains a concussion at a time other than when engaged in a school-sponsored activity, the District expects the parent/legal guardian to report the condition to the school nurse so that district personnel can support the appropriate management of the condition.

Information regarding concussion management is available on the District website and will be provided to each student athlete with the parental participation permission slip.

We recommend that students participating in contact sports complete baseline testing where appropriate to be used as part of the return to play procedure.

The following protocol has been adapted from the National Federation of State High School Associations and the International Conference on Concussion in Sport, Prague 2004. It details our concussion protocol and return to play procedure.

When a student shows **any** signs of a concussion:

1. Immediately remove the student from all games or practice activities for the remainder of the day. If the student has lost consciousness, call EMS.
2. Do not leave the student alone. Regularly monitor the athlete for deterioration. If deterioration occurs, call EMS.
3. Make direct contact with a parent or guardian and inform them of the suspected injury. Discuss with the parent/guardian the symptoms, treatment, and return to play procedure.
4. The student must be medically evaluated following the injury.
5. If a concussion is confirmed by a doctor, the student will be referred to their personal physician for treatment and clearance. The student must

then be cleared by the school doctor before beginning the Return to Play procedure. The school nurse will notify academic teachers of the student's condition with possible modifications.

6. The Return to Play procedure must follow a medically supervised stepwise process described below.

Possible concussion symptoms include, but are not limited to the following:

- Dizziness/Vacant Stare/Glassy Eyed Seizure
- Headache/ "Don't Feel Right"/ Blurred Vision
- Ringing in Ears/Loss of Orientation/Drowsy, Sleepy Nausea/Vomiting/Poor Balance and/or Coordination
- Feeling "Dazed"/Fatigue/Low Energy/Sensitivity to Light or Noise

The cornerstone of proper concussion management is rest until all symptoms resolve and then begin a program of gradual exertion before returning to a sport. The Return to Play procedure is broken down into six steps in which only one step is covered per day. The six steps involve the following:

1. No exerting activity until asymptomatic for 24 hours.
2. Light aerobic activities such as walking or stationary bike. No resistance training.
3. Sport specific exercises such as skating and running. Progressive addition of resistance training may begin.
4. Non-contact training skills/drills. When appropriate athlete will perform Impact Test.
5. Full contact training in practice setting.
6. Return to competition.

If any concussion symptoms recur, the student should see his/her primary care physician.

Education Law Sections 207; 305(42), and 2854

8 NYCRR 135.4 and 136.5

Guidelines for Concussion Management in the School Setting,  
SED Guidance Document, June 2012

Adopted: 11/07/12

# **POLICY B. 37. Required Policies**

## **SUBJECT: DIGNITY FOR ALL - Bully Prevention/ Harassment/ Discrimination**

### **I. Overview of Harassment, Discrimination, Hazing and Bullying**

The Oneonta City School District is committed to providing an educational and working environment that promotes respect, dignity and equality. The Board of Education recognizes harassment, discrimination, hazing, and bullying are detrimental to student learning and achievement. Such behaviors affect not only the students who are targeted, but also those individuals who participate and witness such acts. Therefore, all forms of harassment, discrimination, hazing, and bullying are prohibited on school grounds, school buses and at all school sponsored activities, programs and events including those that take place at alternate locations.

#### **A. Definitions**

**Harassment:** “Harassment” is any intentional written, verbal, or electronic communication or physical act which intimidates or threatens another on the basis of race, color, creed, national origin, religion, religious practice, marital status, weight, gender, sex, age, sexual orientation, disability, socio-economic status, class or club affiliation, or any other distinguishing characteristic.

**Bullying:** “Bullying” occurs when someone purposely says or does mean or hurtful things to another person who has a hard time defending themselves or is in an otherwise vulnerable position.

“Bullying” is a form of harassment that consists of inappropriate and often persistent behavior including threats or intimidation of others, treating others cruelly, terrorizing, coercing, or habitual put-downs and/or badgering of others.

**Hazing:** “Hazing” is a form of harassment which involves committing an act against a student or coercing a student into committing an act that creates a risk of emotional, physical or psychological harm to a person, in order for the student to be initiated into or affiliated with a student or other organization, or for any other purpose. The fact that a victim may consent to the act does not excuse the behavior or lessen the offense.

#### **B. Prevention Strategies**

The term harassment used throughout this policy will collectively refer to the above defined harassment, bullying and hazing. The Oneonta City School District recognizes the importance of eliminating unacceptable student conduct and works proactively to prevent these behaviors. School personnel who become aware of harassment shall act promptly to address the harassment, with the goal of preventing it from recurring. Where appropriate, school personnel will address the effects on the student who was harassed.

Remedial measures will generally include counseling of persons(s) who have been harmed by harassment and person(s) who have been responsible for the harassment of others and implementing monitoring programs to follow up on addressed issues of harassment. Students should report any concerns related to

harassment to the school principal, a teacher or counselor. It should also be a violation of this policy to retaliate in any manner whatsoever against individuals who report or are interviewed regarding harassment complaints.

### **Oneonta City School District Bully Prevention Rules:**

**Rule 1:** We will not bully others.

**Rule 2:** We will try to help students who are bullied.

**Rule 3:** We will try to include students who are left out.

**Rule 4:** If we know somebody is being bullied, we will tell an adult at school and an adult at home.

#### ***Olweus Bully Prevention Program***

### **Different forms or kinds of bullying may include:**

Verbal bullying, being socially excluded or isolated, being physically bullied, being bullied through lies or false rumors, having money or other items taken or damaged, being threatened or forced to do things, racial bullying, sexual bullying, and cyber-bullying as well as any other conduct which has the effect of hurting emotionally or physically the target of the bullying or any witnesses to the bullying.

### **A. COMPLAINT PROCEDURES**

#### *Who may file a complaint:*

Students, or a parent(s) or legal guardian(s) who believe his/her student has been subjected to harassment by another student, teacher, administrator or other school personnel should report the incident(s) immediately to a school administrator, teacher or a counselor.

The Oneonta City School District encourages students, or a parent(s) or legal guardian(s) to report incident(s) of harassment. If the student, parent(s) and/or legal guardian(s) desires further assistance regarding the complaint, the Superintendent may be contacted.

#### *How to file a complaint:*

Complaints can be filed by completing a "Oneonta Rights Harassment / Discrimination / Bullying / Hazing Prevention Form". Students, parents and staff are to report any incidents of bullying/harassment/discrimination/hazing by completing a "Oneonta Rights Harassment / Discrimination / Bullying / Hazing Prevention Form". These forms are located in the school library, the guidance office and in the building's main office. Forms can also be accessed and completed online on the Oneonta City School District's homepage:

[www.oneontacsd.org](http://www.oneontacsd.org) on the left side of the page in the "Quick Links" section.

Online forms will be directly routed to a DASA Coordinator. Paper forms can be mailed or dropped off in the main offices of our district schools. All inquiries and harassment complaints filed with the Oneonta City School District are confidential to the extent possible as described below. Confidentiality also applies to the investigative process.

#### *Investigation Procedures and Decision of Investigator*

Upon receipt of a report or complaint alleging harassment, discrimination, bullying, hazing, the appropriate building administrator shall undertake or authorize an investigation. The investigation may be conducted by school administrators or by a school faculty member.

The investigation will, at a minimum, consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint.

The investigation will be completed as soon as practicable. The investigator will complete the appropriate forms and may impose consequences and/or intervention strategies upon completion of the investigation.

Upon a finding that harassment, discrimination, bullying, hazing has occurred, an appropriate response shall be fashioned by the appropriate administrator.

Building principals, or the High School Associate Principal, addressing violations of this policy by students and the superintendent addressing violations of this policy by employees and/or students should consider the surrounding circumstances, the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred.

Steps may be taken by the appropriate administrator to protect the complainant, pupils, teachers, administrators or other personnel pending completion of an investigation of alleged harassment.

#### Disciplinary Consequences

Any individual who violates this policy by engaging in conduct defined throughout this policy that directly or indirectly causes intimidation, harassment, or physical harm to another student or employee may be subject to disciplinary action including but not limited to suspension from school.

#### Retaliation

Retaliation means some type of adversarial or punitive action taken against an individual or individuals as a result of filing a complaint or participating in the complaint process. No person will suffer retaliation or intimidation for participating in the complaint process. Retaliation against any student seeking assistance at their school, filing a complaint, or participating in the investigative process is grounds for a subsequent retaliation/harassment complaint.

#### Confidentiality

The Oneonta City School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed and the witnesses as much as possible, consistent with our legal obligations to investigate, take appropriate action, and conform to any legal discovery or disclosure obligations.

#### LEGAL COMPLIANCE

Dignity for All Students - Chapter 482 of the Laws of 2010



# Oneonta City School District

## Harassment / Discrimination / Bullying / Hazing Prevention Form

Name of person filing report:

Student being targeted:

Date:

Grade Level:

Please explain in your words what happened.

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Please list the name or names of the alleged person(s) engaging in harassing, discriminating, bullying, or hazing behaviors:


Where did the alleged behaviors take place? Be specific – helpful information includes the school location or the alternate setting. For example, on the bus, a sports venue, your neighborhood, on-line or through a text message, etc...

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When did the alleged incident(s) take place” Be specific – helpful information includes class period, time, date, etc...

Has this individual or group of individuals bullied you before (Select Yes or No)? If yes please answer the next question?

Did you fill out a Oneonta Rights form last time? If yes, please list the date:

Have you witnessed this individual or group of individuals bully others on different occasions? If so, please provide details.



**Oneonta City School District**  
Harassment / Discrimination / Bullying / Hazing  
Prevention Form

Administrative Action Taken:

Parent Communication:

Additional faculty Involvement:

Name of Student:	Age:	Grade:	School:
Reason for Behavioral Agreement:			
I agree to the following terms to <u>change my behavior</u> :			
I will need the following support(s) to help me meet the obligations of my agreement:			
Student Signature:		Date:	
Parent Signature:		Date:	
Administrator Signature:		Date:	

The Oneonta City School District is committed to providing an educational environment that promotes respect, dignity and equality. Harassment, discrimination, bullying, and hazing are detrimental to student learning and achievement. Therefore, all forms of harassment, discrimination, bullying, and hazing are prohibited on district property, school buses, and at all school-sponsored activities, programs and events.

## **Policy 38. Required Policy**

### **SUBJECT: Opioid Prevention - The administration of Naloxone by school personnel**

Overview:

To combat the continuing rise in opioid-related deaths in New York State (NYS), laws were recently enacted allowing schools to provide and maintain opioid antagonists (naloxone) on-site in each instructional school facility to ensure ready and appropriate access for use during emergencies to any student or staff suspected of having opioid overdose whether or not there is a previous history of opioid abuse.

As part of a coordinated State effort, the New York State Education Department (NYSED), the New York State Department of Health (NYSDOH), and the Harm Reduction Coalition have been collaborating on statewide communications, guidance and training for schools electing to participate as opioid antagonist recipients as defined by Public Health Law §3309.

Education Law §922 and Commissioner's Regulation §136.7 permits NYS school districts, boards of cooperative educational services (BOCES), county vocational education and extension boards charter schools, and non-public elementary and secondary schools to provide and maintain opioid antagonists on site in each instructional facility to ensure emergency access for any student or school personnel having opioid overdose symptoms, whether or not they have a previous known history of opioid abuse.

#### **A. Definitions:**

Opioid Antagonist- Naloxone (Narcan) a drug administered to counteract the effects of opioids.

IN - Intranasal (into the nasal cavity)

IM - Intramuscular (injection into the muscle) NYSDOH- New York State Department of Health

#### **B. Process: Permitting Volunteers to be trained by a NYSDOH Registered Overdose Prevention Program**

Schools may permit volunteer unlicensed school personnel to be trained to administer IN naloxone by collaborating with a NYSDOH Registered Overdose Prevention Program in their area. The school will become a participant under an already established registered program, and will be provided a NYSDOH approved training curriculum and receive free IN naloxone kits. Prior to contacting a NYSDOH Registered Program, schools must have approval from their governing body and have approved policies and procedures in place. These schools will then need to link with a New York State DOH-registered opioid overdose prevention program for purposes of training non-licensed personnel and furnishing them with naloxone.

Schools and school districts that have volunteer unlicensed personnel trained by an already established NYSDOH Registered Opioid Overdose Program will get their naloxone for free from those registered programs.

Any distribution of opioid antagonists through an opioid overdose prevention

program shall include an informational card or sheet with information on the following: how to recognize symptoms of an overdose; steps to take prior to and after an opioid antagonist is administered, including calling first responders; the number for the toll free Office of OASAS Hopeline (1-877-846-7369), and how to access the OASAS website- <http://www.oasas.ny.gov>.

*The NYSDOH IN Naloxone Kit contains:* two Naloxone Hydrochloride 2mg per 2ml pre-filled syringes and two Mucosal Atomization Devices; two needle-free syringes and one pair of latex gloves. It also has instructions of what to do in English and Spanish, alcohol pads and a disposable face shield to use as a barrier for rescue breathing. Two doses of naloxone are provided as the victim may require a second dose. Gloves are provided to so that responders can maintain universal precautions if there is contact with body fluids.

*The NYSDOH 1M Naloxone Kit contains:* two Naloxone Hydrochloride 0.4mg/1ml vials, and two IM syringes and one set of gloves. It also has instructions of what to do in English and Spanish, alcohol pads and a disposable face shield to use as a barrier for rescue breathing. Two doses of naloxone are provided as the victim may require a second dose. Gloves are provided to so that responders can maintain universal precautions if there is contact with body fluids.

### **C. Accounting/Inventory/Placement**

Naloxone should be stored in secure but accessible locations consistent with the district emergency response plan, which in public schools includes immediate transport of an AED to the scene of an emergency. Naloxone should be accessible during school hours and during on-site school sponsored activities. A naloxone overdose kit may be stored inside the flap of the AED case. Naloxone and the AEDs are both heat and cold sensitive. The remaining stock of naloxone could be stored in a locked cabinet in the school's health office. The drug will be stored in an environment as outlined by the manufacturer's guidelines.

The on-site inventory and placement of naloxone is recommended to be accounted for weekly, and counted by personnel designated by the school administrator.

Accounting for naloxone in AED cabinets could occur at the same time the check of the AED is performed. This count should be included and recorded on the AED log. The log must include the date, time, and signature of the designated personnel performing the count. This log will be kept with whatever naloxone has not yet been deployed in the school health office, with the log being maintained for no less than seven years. When new naloxone is placed in the locked storage cabinet or AED cabinet, the lot number, date of receipt, expiration date, and location of the naloxone is recorded on the log. The designated personnel placing the naloxone in the storage area will sign the log, and will need to monitor expiration dates. All schools operating under these options will need to maintain a log of trained school personnel and report newly trained personnel on quarterly basis to the NYSDOH.

### **D. Documentation:**

Any administration of naloxone requires appropriate follow-up documentation. Naloxone is to be documented in the individual's cumulative health record for students, or consistent with applicable policies for care administered to staff.

Documentation must include the date and time of administration; the route of administration noting the anatomical location if IM was administered; the signs and symptoms displayed by the student or staff member prior to administration; the student or staff member's response to naloxone administration, if CPR/ rescue breathing/ AED was administered; the name of the EMS agency providing transport, along with the name of the health care facility the student/staff person was transported to; and signed by the person completing the documentation.

#### **E. Notification:**

After administering Activate school emergency response and call/ ask someone to call 911. State the person is not breathing. Parent/ guardians and administration must be notified as soon as practicable about naloxone administered to a student along with planned transport to the emergency room. Such notification should also be documented in the student's cumulative health record. Notification of staff member's emergency contact(s) should be done as per district policy.

#### **F. Training:**

The NYSDOH approved training curriculum for volunteer unlicensed school personnel pursuant to section 3309 of Public Health Law is titled, "*Opioid Overdose Training for School Personnel: Recognizing a Life-Threatening Opioid Overdose and Using an Opioid Antagonist*"

For volunteer unlicensed school personnel to become trained overdose responders in the school setting and be able to administer IN naloxone in the school setting the following are required:

Completion of training webinar,

\*Attainment of 100% accuracy on post-test,

Successful completion of the Skills Compliance Checklist for Administering Naloxone with a licensed health professional whose scope of practice includes medication administration: physician, nurse practitioner, physician assistant, or RN. LPNs may not perform this function as teaching is not within their scope of practice.

\*Volunteer staff contacting a NYSDOH Registered Prevention Program in their area will need to collaborate with program providers on the appropriate training, which may or may not include the NYSDOH approved training; (*Opioid Overdose Training for School Personnel: Recognizing a Life-Threatening Opioid Overdose and Using an Opioid Antagonist*). However, it is a recommendation to utilize this training, as it is the training that has been identified for school personnel.

After successful completion of this training the individual will receive a certificate of training in opioid overdose prevention valid for 2 years. The NYSED *strongly encourages* an annual review to ensure that understanding and skills in opioid overdose response are current and timely. The school must maintain a current list of its trained school personnel. This list will be maintained in the health office or in a location designated by school district administration.

School nurses are not required to complete the NYSDOH approved training

webinar, but are highly encouraged to do so to keep their assessment skills for overdoses current.

BOE Adopted 01/06/16

# POLICY B.39

## UNIFORM GUIDANCE PROCUREMENT POLICY

### I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

### II. Policy

- A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any sub-recipient of the funds.  
  
All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.
- B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The District will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the District have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary to comply with state and federal law.

### III. General Procurement Standards and Procedures:

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items.
- B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- F. **Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.
- G. **Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. **Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

- I. Documentation.** Documentation must be maintained by the Business Office detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost Estimate.** For all procurements costing \$150,000 or more, the Business Office shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer, or construction manager.
- K. Contract Requirements.** The District will prepare a written contract.
- L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- M. Contractor Oversight.** The District must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- N. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- O. Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

#### **IV. Specific Procurement Procedures**

The District shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts** including construction and repair contracts (except for A/E professional services) and **Purchase Contracts costing less than \$3,500** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)), New York General Municipal Law § 104 and 104-A and the District's purchasing policy, to the extent practicable, purchases must be distributed among qualified suppliers.
- B. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$3,500 up to \$90,000** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
  1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting

“adequate number,” so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).

2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids.
4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
5. For contracts above the amounts set in New York General Municipal Law § 103 (1) shall be solicited using the procedures set out in the statute.
6. Award the contract to the lowest responsive, responsible bidder.

**C. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (New York General Municipal Law Article 5-A):

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. The Board of Education shall award the contract to the lowest responsive, responsible bidder on a fixed-price basis.

**D. Service Contracts** (except for A/E professional services) **costing \$150,000 and above** may be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(d)) when the “sealed bid” procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria

(criteria weight) in the RFP.

4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

**E. Construction and repair contracts costing \$3,500 up to \$150,000**

shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. For contracts above the amounts set in New York General Municipal Law § 103 (1) shall be solicited using the procedures set out in the statute.
6. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.

**F. Construction and repair contracts costing \$150,000 up to \$500,000**

shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and New York General Municipal Law as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order

to open all bids.

6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. The Board of Education shall award the contract to the lowest responsive, responsible bidder.

**G. Construction and repair contracts costing above \$30,000** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (New York General Municipal Law Article 5-A ) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer, or construction manager).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least five full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the Board of Education. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for “sound documented reasons.”
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. The Board of Education shall award the contract to the lowest responsive, responsible bidder.

#### **H. Important Additional Information**

1. Any contract for the erection, construction or alteration of building when the entire cost of such work shall exceed \$500,000 must have specification prepared in accordance with New York State Finance Law § 135 (The Wicks Law).
2. All bidders shall submit all documents required by General Municipal Law Article 5-A.