

South Lewis Central Schools

Mr. Douglas Premo, Superintendent

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Voting results 5/15/18

Proposition 1- 2017/18 Budget \$25,559,993

Yes 256

No 70

Proposition 2- Purchase 3 buses \$299,417

Yes 261

No 65

Proposition 3- Establish Capital Reserve

Yes 239

No 87

Board of Education 5 year seat(* elected)

Thomas Burmingham 219*

Debra Plemons 96

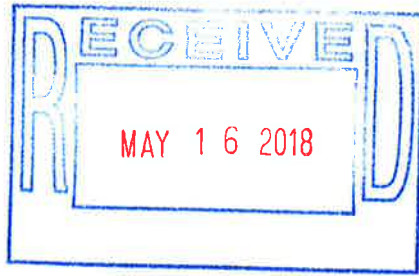


Department of Transportation

ANDREW M. CUOMO
Governor

PAUL A. KARAS
Acting Commissioner

Mr. Preme



96.6% Pass rate

May 9, 2018

OPERATOR ID 2244

SOUTH LEWIS CENTRAL SCHOOL
EAST ROAD
TURIN NY 13473

Dear Motor Carrier:

Enclosed is the annual New York State Department of Transportation Bus Inspection System Operator Profile that summarizes the results of vehicle inspections performed on your fleet by the Department during the last State Fiscal Year (April 1, 2017 to March 31, 2018). For regular inspections, the profile identifies the number and percentage of vehicles that passed or were placed Out-of-Service (OOS) due to one or more OOS defects. It is the Department's continued goal to have all operators pass at least 90% of their scheduled safety inspections. The current statewide average OOS rate is 4.8% (95.2% pass rate).

We congratulate those operators who have achieved the goal of a 90% or greater pass rate. Your commendable performance indicates a strong dedication to safety and a commitment to sound maintenance standards and practices.

Operators who have a passing rate of less than 90%, it is requested that your organization examine the enclosed profile inspection data and immediately update your maintenance program in order to achieve the Department's stated goal. Your Regional Bus Inspection Program Supervisor is available to review the actions being taken and provide assistance, if necessary, to address any needed changes.

For those operators whose OOS rate is 25% or greater and fall under the Department's enforcement program, you will be contacted shortly to address your unacceptable poor performance. Actions include, but are not limited to, civil penalties, unannounced vehicle inspections, denial of B & C privileges, and compliance reviews.

Please visit <https://www.dot.ny.gov/divisions/operating/oss/bus> for program updates.

Sincerely,

Lawrence Scotto, Director
Passenger Carrier Safety Bureau

Enclosures

cc: Regional Bus Program Supervisor

NYS DEPARTMENT OF TRANSPORTATION
BUS INSPECTION SYSTEM
OPERATOR PROFILE

***** PROFILE PERIOD: INSPECTION PERIOD:
* OPERATOR # * 2017-04-01 THRU 2018-03-31 2017-04-19 THRU 2018-03-21
* 2244 *
* OOS 1.7 % * REGION : 02 TYPE(S) OF SERVICE: 1
* PM 96.6 % * INSP.
***** SUMMARY TOTAL PASS PCT

		TOTAL	PASS	PCT
SOUTH LEWIS CENTRAL SCHOOL		REGULAR (TYPE 1)	29	29 100.0 %
EAST ROAD		REINSPECT (TYPE 2)	1	1 100.0 %
TURIN NY 13473-		INITIAL (TYPE 9)	1	1 100.0 %
		CRIT ITEM (TYPE 0)	29	28 96.6 %
		TOTAL OF TYPES 0,1,2,9	60	
		PCT OF TOTAL 0,1,2,9		
		ACCIDENT (TYPE 3)	0	0.0 %
		TEMP. OOS (TYPE 4)	1	1.7 %
		PERM. OOS (TYPE 5)	3	5.0 %
		FLEET (TYPE 6)	0	0.0 %
		NON-PRESENT (TYPE 7)	0	0.0 %
		OTHER (TYPE 8)	0	0.0 %
		TOTAL OF TYPES 3-8	4	

B+C PRIVILEGE CODE = GRANT

RESULTS OF REGULAR INSPECTIONS

REGULAR INSPECTION DATA	TOT	PCT	DEFECT DATA	
TOTAL INSP:	58		TOTAL DEFECTS:	1
TOTAL INSP PASSED:	57	98.3 %	TOTAL "A" DEFECTS:	1
TOTAL INSP W/"A" DEFECT:	1	1.7 %	TOTAL "B" DEFECTS:	0
TOTAL INSP W/"B" DEFECT:	0	0.0 %	TOTAL "C" DEFECTS:	0
TOTAL INSP W/"C" DEFECT:	0	0.0 %	TOTAL "OTHER" DEFECTS:	0
TOTAL INSP W/A, B, OR C:	1	1.7 %	TOTAL HWY OPN PROHIBITED:	0
TOTAL INSP W/NO DEFECTS:	57	98.3 %	AVERAGE DEFECTS/INSP:	0.0
TOTAL INSP OOS W/A DEFECT:	1	1.7 %	AVERAGE "A" DEFECTS/INSP:	0.0
TOTAL INSP OOS:	1	1.7 %	AVERAGE "B" DEFECTS/INSP:	0.0
			AVERAGE "C" DEFECTS/INSP:	0.0

DEFECT SUMMARY - REGULAR INSPECTIONS

ITEM	DESCRIPTION	TOTAL
52.06	"A" DEFECTS: EMERGENCY BRAKE STOPPING DISTANCE	1
99.02	"INSPECTION POINTS NOT COUNTED AS DEFECTS" NON-COMPLIANCE ADVISORY	1

NYS DEPARTMENT OF TRANSPORTATION
BUS INSPECTION SYSTEM
OPERATOR PROFILE - PREVENTATIVE MAINTENANCE SECTION

***** PROFILE PERIOD: INSPECTION PERIOD:
* OPERATOR # * 2017-04-01 THRU 2018-03-31 2017-04-19 THRU 2018-03-21
* 2244 *
***** REGION : 02

SOUTH LEWIS CENTRAL SCHOOL
EAST ROAD
TURIN NY 13473-

NUMBER

NUMBER OF VEHICLES INSPECTED: 27
TOTAL NUMBER OF TYPE 1 INSPECTIONS: 58

SELECTED PM CODES SUMMARY SECTION

TOTAL INSP. WITH 1 OR MORE "A" PM DEFECTS: 0 0.0%
TOTAL INSP. WITH 1 OR MORE "B" PM DEFECTS: 0 0.0%
TOTAL INSP. WITH 1 OR MORE "C" PM DEFECTS: 0 0.0%

TOTAL INSP. WITH 3 OR MORE "A" PM DEFECTS: 0 0.0%
TOTAL INSP. WITH 3 OR MORE "B" PM DEFECTS: 0 0.0%
TOTAL INSP. WITH 3 OR MORE "C" PM DEFECTS: 0 0.0%

TOTAL "A" DEFECTS: 0
TOTAL "B" DEFECTS: 0
TOTAL "C" DEFECTS: 0
TOTAL: 0

PREVENTATIVE CODES SUMMARY SECTION

ITEM	DESCRIPTION	TOTAL	PCT %
53.00	MAINTENANCE & RECORDS: OK	56	96.6
53.08	MAINTENANCE & RECORDS: INCOMPLETE DVIR'S	2	3.4

NUMBER OF PM CODES 5302 THRU 5309: 2
NUMBER OF PM CODES (5300 THRU 5309) - 5301: 58

PM CODES PERCENTAGE
5302 THRU 5309 / (5300 THRU 5309) - 5301 = 3.4 %

South Lewis Code of Conduct

Board Approved - June 19, 2001
Revised June 18, 2002
Revised September 17, 2002
Revised August 27, 2005
Revised July 11, 2006
Revised July 10, 2007
Revised May 13, 2008
Approved May 12, 2009
Revised May 11, 2010
Revised May 10, 2011
Approved June 19, 2012
Revised June 18, 2013
Approved June 17, 2014
Revised April 20, 2015
Revised April 19, 2016
Revised June 22, 2017

I. Introduction

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

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

In accordance with the Dignity for All Students Act, School District policy and practice must ensure that no student is subject to discrimination or harassment, based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity or sex by school employees or students on school property, on a school bus, or at a school function.

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.

II. Definitions

For purposes of this code, the following definitions apply:

“**District Administrator**” means the Superintendent; Principals; Director of Curriculum and Instruction; Director of Health, Physical Education and Athletics; Committee on Special Education Chair; Business Administrator and any other position identified by the Board as Administrator.

“**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(s)**” means parent(s), guardian(s) or person(s) 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 damage 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.

III. Student Rights and Responsibilities

A. Student Rights

The district is committed to safeguarding 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, 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.

B. 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 strategies to control their anger.
7. Ask questions when they do not understand.
8. Seek help in solving problems that might lead to discipline.
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.

STUDENT BILL OF RIGHTS AND RESPONSIBILITIES

With every right comes a responsibility.

It is the student's right:

It is the student's responsibility:

- | | |
|---|--|
| 1) To attend school in the district in which one's parent or legal guardian resides. | → To attend school daily, regularly and on time, perform assignments, and strive to do the highest quality work possible and be granted the opportunity to receive a good education. |
| 2) To expect that school will be a safe, orderly and purposeful place for all students to gain an education and to be treated fairly. | → To be aware of all rules and expectations regulating student's behavior and conduct oneself in accordance with these guidelines. |
| 3) To be respected as an individual. | → To respect one another, and to treat others in the manner that one would want to be treated. |
| 4) To express one's opinions verbally or in writing. | → To express opinions and ideas in a respectful manner so as not to offend, slander, or restrict, the rights and privileges of others. |
| 5) To dress in such a way as to express one's personality. | → To dress appropriately in accordance with the dress code, so as not to endanger physical health, safety, limit participation in school activities or be unduly distracting. |
| 6) To be afforded equal and appropriate educational opportunities. | → To be aware of available educational programs in order to use and develop one's capabilities to their maximum. |
| 7) To take part in all school activities on an equal basis regardless of race, color, creed, religion, religious practice, sex, sexual orientation, gender, national origin, ethnic group, political affiliation, | → To work to the best of one's ability in all academic and extracurricular activities, as well as being fair and supportive of others. |

age, marital status, or disability.

- 8) To have access to relevant and objective information concerning drug and alcohol abuse, as well as access to individuals or agencies capable of providing direct assistance to students with serious personal problems. → To be aware of the information and services available and to seek assistance in dealing with personal problems, when appropriate.
- 9) To be protected from intimidation, harassment, or discrimination based on actual or perceived race, color, weight, national origin, ethnic group, religion, or religious practice, sex, gender/gender identity, sexual orientation, or disability, by employees or students on school property or at a school-sponsored event, function or activity. → To respect one another and treat others fairly in accordance with the District Code of Conduct and the provisions of the Dignity Act. To conduct themselves in a manner that fosters an environment that is free from intimidation, harassment, or discrimination. To report and encourage others, to report any incidents of intimidation, harassment or discrimination.

IV. Essential Partners

A. Parents

All parents are expected to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parent(s) and the school community.
2. Send their children to school ready to participate and learn as required by New York State Education Law and in accordance with the District's Comprehensive Student Attendance Policy (#7110). Ensure that children attend school regularly and on time. Ensure absences are excused.
3. Insist their children be dressed and groomed in a manner consistent with the student dress code.
4. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
5. Know school rules and help their children understand them to maintain a safe, orderly environment in accordance with the District *Code of Conduct*.
6. Convey to their children a supportive attitude toward education and the district.
7. Build good relationships with teachers, other parents and their children's friends.
8. Help their children deal effectively with peer pressure.
9. Inform school officials of changes in the home situation that may affect student conduct or performance.
10. Provide a place for study and ensure homework assignments are completed.
11. Teach their children respect and dignity for themselves, and other students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, which will strengthen the child's confidence and promote learning in accordance with the Dignity for All Students Act.

B. Teachers

All district teachers are expected to:

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image 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 parent(s):
 - a. Course objectives and requirements.
 - b. Marking/grading procedures.
 - c. Assignment deadlines.
 - d. Expectations for students.
 - e. Classroom discipline plan.
6. Communicate regularly (report cards, mid-marking period reports and more communication where deemed necessary) with students, parent(s) and other teachers concerning growth and achievement.
7. Confront issues of discrimination and harassment in any situation that threatens the emotional or physical health or safety of any students, school employee or any person who is lawfully on school property or at a school function.
8. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
9. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

C. School 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 and graduation requirements.
4. Provide information to assist students with career planning.
5. Encourage students to benefit from the curriculum and extracurricular programs.
6. Coordinate Intervention Support Services, as needed, with student, parent, Building Principal and teachers.
7. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
8. Report incidents of discrimination and harassment that are witnessed or otherwise brought to the counselor's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

D. 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 the effective safety, behavioral and school management issues related to all instructional programs.
4. Support the development of and student participation in appropriate extracurricular activities.
5. Be responsible for enforcing the Code of Conduct, ensuring that all cases are resolved promptly and fairly and, when necessary, appropriately documenting actions.
6. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
7. Follow up on any incidents of discrimination and harassment that are witnessed or otherwise brought to the Principal's attention in a timely manner in collaboration with the Dignity Act Coordinator (DAC).

E. Administrators other than Principal and Superintendent

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 district administrator and to redress grievances within their program.
3. Evaluate district programs on a regular basis.
4. Support the development of and student participation in appropriate extracurricular activities.
5. Be responsible for enforcing the Code of Conduct, ensuring that all cases are resolved promptly and fairly and, when necessary, appropriately documenting actions.
6. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
7. Follow up on any incidents of discrimination and harassment that are witnessed or otherwise brought to the Principal's attention in a timely manner in collaboration with the Dignity Act Coordinator (DAC).

F. Superintendent

1. Promote a safe, orderly and stimulating school environment, free from intimidation, discrimination and harassment, supporting active teaching and learning.
2. Review with District administrators the policies of the Board of Educations 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 and ensuring that all cases are resolved promptly and fairly.
6. Address all areas of school-related safety concerns.

G. Board of Education

1. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a Code of Conduct that clearly defines expectations for the conduct of students, District personnel and visitors on school property and at school functions.
2. Adopt and review at least annually the District's Code of Conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.
3. Appoint a Dignity Act Coordinator in each school building. The Dignity Act Coordinator will be thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, and sex. The Dignity Act Coordinator will be accessible to students and other staff members for consultation and advice as needed on the Dignity Act.
4. Lead by example by conducting Board meetings in a professional, respectful, and courteous manner.

H. Other School Staff

1. Follow the Code of Conduct; know, abide by and enforce school rules in a fair and consistent manner.
2. Set a good example for students and other staff by demonstrating dependability, integrity and other standards of ethical conduct.
3. Assist in promoting a safe, orderly and stimulating school environment.
4. Maintain confidentiality about all personal information and educational records concerning students and their families.
5. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
6. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a staff member's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

I. Student Support Personnel

1. Support educational and academic goals.
2. Know school rules, abide by them and enforce them in a fair and consistent manner.
3. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
4. Set a good example for students and colleagues by demonstrating dependability, integrity and other standards of ethical conduct.
5. Maintain confidentiality about all personal information and educational records concerning students and their families.
6. Initiate teacher/student/counselor conferences and

parent/teacher/student/counselor conferences, as necessary or requested, as a way to resolve problems and communicate as necessary in any other manner with parents and other staff regarding student progress and needs.

7. Regularly review with students their educational progress and career plan.
8. Provide information to assist students with career planning.
9. Encourage students to benefit from the curriculum and extra-curricular programs.
10. Maintain and encourage a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender/gender identity, or sex, with an understanding of appropriate appearance, language, and behavior in a school setting, which will strengthen students' self-image and promote confidence to learn.
11. Report incidents of discrimination and harassment that are witnessed or otherwise brought to the staff member's attention to the building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.

J. All School Employees and Staff

1. Staff members are prohibited, under any circumstances, to date or engage in any improper fraternization or undue familiarity with students, regardless of the student's age and/or regardless of whether the student may have "consented" to such conduct. Further, employees shall not entertain students or socialize with students in such a manner as to create the perception that a dating relationship exists.
2. Inappropriate employee behavior includes, but is not limited to, flirting; making suggestive comments; dating; requests for sexual activity; physical displays of affection; giving inappropriate personal gifts; frequent personal communication with a student (via phone, e-mail, letters, notes, etc.) unrelated to course work or official school matters; providing alcohol or drugs to students; inappropriate touching; and engaging in sexual contact and/or sexual relations.
3. Any student who believes that he/she has been subjected to inappropriate staff behavior, as well as students, school employees or third parties who have knowledge of or witness any possible occurrence of inappropriate staff-student relations, shall report the incident to any staff member or either the employee's supervisor, the student's Principal or the District's designated Complaint Officer.

V. Dignity for All Students Act (Dignity Act)

The Dignity Act utilizes the following definitions:

- **Cyberbullying** means harassment or bullying as defined in Education Law §11(7)(a), (b), (c), and (d), that occurs through any form of electronic communication (Education Law §11[8]).
- **Emotional Harm** that takes place in the context of "harassment or bullying" means harm to a student's emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with a student's education (8 NYCRR §100.2[1][2][ii][b][5]).
- **School Bus** means every motor vehicle owned by a public or governmental agency or private school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or

school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities (Education Law §11[1] and Vehicle and Traffic Law §142).

- **School Function** means a school-sponsored extra-curricular event or activity (Education §11[2]).
- **Disability** means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held (Education Law §11[4] and Executive Law §292[21]).
- **Employee** means any person receiving compensation from a school district or employee of a contracted service provider or worker placed within the school under a public assistance employment program, pursuant to title nine-B of article five of the Social Services Law, and consistent with the provisions of such title for the provision of services to such district, its students or employees, directly or through contract, whereby such services performed by such person involve direct student contact (Education Law §§11[4] and 1125[3]).
- **Sexual Orientation** means actual or perceived heterosexuality, homosexuality, or bisexuality (Education Law §11[5]).
- **Gender** means actual or perceived sex and includes a person's gender identity or expression (Education Law §11[6]).
- **Harassment** means the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being; or conduct, verbal threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety; such conduct, verbal threats, intimidation or abuse includes but is not limited to conduct, verbal threats, intimidation or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex (Education Law §11[7]).

Under the Dignity Act, there are currently 11 protected classes, groups or characteristics. Such conduct should include, but is not limited to threats, intimidation, or abuse based on these 11 classes. The Dignity Act prohibits any discrimination based on actual or perceived characteristics. The 11 protected classes are defined as below:

Race means a group of persons related by a common descent or heredity. For purposes of enumeration the U.S. Census Bureau uses terms such as: "White/Caucasian", "Black/African American/African-descent", "Asian", "Bi-racial", "Hispanics/Latinos" etc. to describe and classify the inhabitants of the United States.

Color means the term that refers to the apparent pigmentation of the skin, especially as an indication or possible indication of race.

Weight means aside from the obvious meaning in the physical sciences, the word is used in reference to a person's "size".

National Origin means a person's country of birth or ancestor's country of birth.

Ethnic Group means a group of people who identify with each other through a common heritage including language, culture, and often a shared or common religion and or ideology that stresses ancestry.

Religion means specific fundamental beliefs and practices generally agreed to by large numbers of the group or a body of persons adhering to a particular set of beliefs and practices.

Religious Practice means a term including practices and observances such as attending worship services, wearing religious garb or symbols, praying at prescribed times, displaying religious objects, adhering to certain dietary rules, refraining from certain activities, proselytizing, etc.

Sex means the biological and physiological characteristics that define men and women. (MALE and FEMALE denote "sex".)

Gender means the socially constructed roles, behaviors, activities, and attributes that a given society considers appropriate for men and women. (MASCULINE and FEMININE denote "gender".)

Sexual orientation means the sex to which a person is sexually attracted. Someone attracted primarily or exclusively to members of the opposite sex is characterized as straight or heterosexual. Someone attracted primarily or exclusively to members of the same sex is characterized as homosexual. A person with a strong or viable attraction to both genders is characterized as bisexual or pansexual.

Disability means any restriction or lack (due to any impairment) of ability to perform an activity in the manner or within the range considered typical.

The Dignity Act prohibits discrimination and harassment of students on school property, including at school functions, by any student and/or employee. However, harassment may include, among other things, the use, both on and off school property, of information technology, including, but not limited to, e-mail, instant messaging, blogs, chat rooms, pagers, cell phones, gaming systems and social media websites, to deliberately harass or threaten others. This type of harassment is generally referred to as cyberbullying.

Students are prohibited from using or having on or in an operational mode any paging device, mobile telephone, cellular telephone, laser pointer or pen or any other type of telecommunications or imaging device during instructional time, except as expressly permitted in connection with authorized use in classrooms. While students are permitted to possess such devices during the school day, they are prohibited from using them in any manner which invades the privacy of students, employees, volunteers, visitors, or interferes with the overall educational setting. Students are not permitted to use any form of information technology, including their own personal electronic devices, to intimidate, harass or threaten others. This type of harassment is generally referred to as cyberbullying. If a student violates this prohibition, then he/she is subject to discipline under this provision and/or any other provision

in the District Code of Conduct that may be applicable to the circumstances involved. Any electronic device that is permitted on school property is encouraged to be kept on the person and in a concealed manner.

VI. Student Dress Code

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. Students and their parent(s) have the primary responsibility for acceptable student dress and appearance. Teachers and all other district personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting.

A student's dress, grooming and appearance, including hair style/color, jewelry, make-up and nails, shall:

1. Be safe, appropriate and not disrupt or interfere with the educational process.
2. Recognize that extremely brief garments such as tube tops, net tops, halter tops, spaghetti straps, plunging necklines (front and/or back), bare midriff, shorts above mid thigh and see-through garments, but not limited to, are not appropriate.
3. Ensure that underwear is completely covered with outer clothing.
4. Include footwear at all times. Footwear that is a safety hazard will not be allowed. Inappropriate footwear includes :slippers, but not limited to.
5. Not include the wearing of hats in the school buildings during the school day except for a medical or religious purpose.
6. Not include items that are vulgar, obscene, and libelous or denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation or disability.
7. Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities.

Each building principal may allow exceptions to the student dress code for: senior hat day, spirit day and other designated special occasions. All exceptions should be approved through the superintendent.

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

Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item. If necessary, parents may be contacted to assist with a student's compliance of the dress code. Any student who refuses to do so or repeatedly fails to comply with the dress code shall be seen as insubordinate and be subject to discipline, up to and including out of school suspension.

VII. Prohibited Student Conduct

The Board expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, district personnel and other members of the school community, and for the care of school facilities and equipment. These expectations also apply to internships and student work experience

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. District

personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline.

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

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

- A. Engage in conduct that is disorderly. Examples of disorderly conduct include, but are not limited to:
 1. Running in hallways.
 2. Making unreasonable noise.
 3. Using language or gestures that are profane, lewd, vulgar or abusive.
 4. Obstructing vehicular or pedestrian traffic.
 5. Engaging in any willful act that disrupts the normal operation of the school community.
 6. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
 7. Computer/electronic communications misuse, including any unauthorized use of Cell Phones, computers, software, any form of an electronic backpack, or internet/intranet account; accessing inappropriate websites; or any other violation of the District's Acceptable Use Policy.
- B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include, but are not limited to:
 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. Engage in conduct that is disruptive. Examples of disruptive conduct include, but are not limited to:
 1. Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
 2. Refusing to follow classroom and/or school rules.
- D. Engage in conduct that is violent. Examples of violent conduct include, but are not limited to:
 1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator or other school employee or attempting to do so.
 2. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon another student or any other person lawfully on school property or attempting to do so.
 3. Possessing a weapon. Only authorized individuals (e.g. law enforcement officials) are 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. Verbally threatening to cause harm upon a teacher, administrator or other school employee or attempting to do so.

7. Verbally threatening to cause harm upon another student or any other person lawfully on school property or attempting to do so.
 8. 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.
 9. Intentionally damaging or destroying school district property, including graffiti or arson.
 10. Participating in Gang related activities. Including but not limited to: Recruiting of members, use of gang signs or hand signals, tagging (graffiti), wearing of gang clothes ("colors").
- E. Engage in any conduct that endangers the safety, morals, health or welfare of others. Examples of such conduct include, but are not limited to:
1. Lying to school personnel.
 2. Stealing the property of other students, school personnel or any other person lawfully on school property or attending a school function.
 3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them. This can include posting or publishing video, audio recordings or pictures (written material, cell phones, Internet, YouTube etc.).
 4. Discrimination, based on a person's actual or perceived race, age, sexual orientation, use of a recognized guide dog, hearing dog or service dog, color, creed, national origin, ethnic group, religion, religious practice, sex, sexual orientation, gender or gender identity, marital or veteran status, use of a recognized guide dog, hearing dog or service dog, or disability as a basis for treating another in a negative manner on school property or at a school function.
 5. Harassment, the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical wellbeing based on a person's actual or perceived race, color, weight, national origin, political affiliation, ethnic group, religion, religious practice, marital or veteran status, use of a recognized guide dog, hearing dog or service dog, disability, sexual orientation, gender or sex.
 6. Bullying and intimidation, which includes engaging in actions or statements (verbal, written, electronic or graphic) that put an individual in fear of bodily harm and/or emotional discomfort; for example, "play" fighting, extortion of money, overt teasing, etc.
 7. "Internet bullying" (also referred to as "cyberbullying") including the use of instant messaging, email, websites, chat rooms, text messaging, or by any other electronic means, when such use interferes with the operation of the school; or infringes upon the general health, safety and welfare of students or employees.
 8. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any school sponsored activity, organization, club or team.
 9. Displaying signs of gang affiliation or engaging in gang-related behaviors that are observed to increase the level of conflict or violent behavior.
 10. Selling, using or possessing obscene material.
 11. Using vulgar or abusive language, cursing or swearing.
 12. Possessing, using, selling, distributing or exchanging a cigarette, electronic or vapor cigarette, or related materials, cigar, pipe, chewing or smokeless tobacco.

13. Possessing, consuming, selling, attempting to sell, distributing or exchanging alcoholic beverages, tobacco, tobacco products, tobacco imitation products, or illegal and/or controlled substances, counterfeit and designer drugs, or paraphernalia for use of such drugs or be under the influence of any such substances on school property or at a school function. "Illegal substances" include, but are not limited to, inhalants, marijuana, synthetic cannabinoids, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, drug paraphernalia and any substances commonly referred to as "designer drugs."
 14. Inappropriately using, sharing, attempting to sell, distributing, or exchanging prescription and over-the-counter drugs.
 15. Possessing, consuming, selling, attempting to sell, distributing, or exchanging "look-alike drugs"; or, possessing or consuming (without authorization), selling, attempting to sell, distributing or exchanging other substances such as dietary supplements, weight loss pills, etc.
 16. Gambling and gaming.
 17. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
 18. Initiating a report warning of fire or other catastrophe without valid cause, misuse of emergency numbers (e.g. 911), or discharging a fire extinguisher.
 19. Display of or engaging in affectionate or intimate behavior; or overt displays of affection.
 20. Body Piercing, Cutting, Tattooing, or other physically altering activity of self or others.
 21. Sexual Harassment; which includes unwelcome sexual advances, requests for sexual favors, taking, or sending sexually explicit videos, sending sexually explicit messages via text messages or other forms of social media communication, pictures or auditory recordings or any statement or action perceived as harassing and has a sexual connotation.
- F. Engage in misconduct while on a school bus.
It is crucial for students to behave appropriately while riding on District buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving, fighting and not staying seated will not be tolerated.
- G. Engage in any form of academic misconduct. Examples of academic misconduct include, but are not limited to:
Plagiarism, cheating, copying, altering records, alteration/destruction of other people's work and resources, accessing other users email accounts or network storage accounts and/or attempting to read, delete, copy, modify, and interfere with the transferring and receiving of electronic communications, or assisting another student in any of the above actions.

VIII. Reporting Violations

All students are expected to promptly report violations of the code to a teacher, guidance counselor, the building principal or his/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, or a district administrator.

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

IX. Disciplinary Penalties, Procedures and Referrals

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

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

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

As a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lighter penalty than subsequent violations.

If the conduct of a student is related to a disability or suspected disability, the student shall be referred to the Committee on Special Education and discipline, if warranted, shall be administered consistent with the separate requirements of this code for disciplining students with a disability or presumed to have a disability. A student identified as having a disability shall not be disciplined for behavior related to his/her disability.

A. Penalties

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

1. Oral warning – any member of the district staff
2. Written warning to the appropriate district administrator – bus drivers, hall and lunch monitors, school aides, custodians, coaches, guidance counselors, teacher assistants, teachers, district administrators
3. Written notification to parent(s) – coaches, guidance counselors, teacher assistants, teachers, district administrators
4. Detention – teacher assistants, teachers, district administrators
5. Suspension from transportation – director of transportation, district administrators

6. Suspension from athletic participation – coaches, district administrators
7. Suspension from social or extracurricular activities – activity director, district administrators
8. Suspension of other privileges – district administrators
9. Alternative Learning Center – district administrators
10. Removal from classroom – teachers, district administrators
11. Short-term (five days or less) suspension from school – district administrators
12. Long-term (more than five days) suspension from school – superintendent
13. Permanent suspension from school – superintendent, Board

B. Procedures

The amount of due process a student is entitled to receive 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.

Students who are to be given penalties other than an oral warning, written warning or written notification to their parent(s) are entitled to additional rights before the penalty is imposed. These additional rights are explained below.

1. Detention (outside of the school day)

Teachers, and district administrators may use after-school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention outside of the school day will be imposed as a penalty only after the student's parent(s) has been notified to confirm that there is no parental objection to the penalty and the student has appropriate transportation home following detention.

2. Suspension from transportation

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

A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent(s) 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.

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

A student subjected to a suspension from athletic participation, extra-curricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent(s) will be provided with a reasonable opportunity for an informal conference with the

district official imposing the suspension to discuss the conduct and the penalty involved.

4. Alternative Learning Center

The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes district administrators to place students who would otherwise be suspended from school as the result of a code violation in “Alternative learning Center.” The Alternative learning Center teacher will be a certified teacher or a teaching assistant or approved substitute teacher under the supervision of a teacher or principal.

A student subjected to the Alternative Learning Center is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student’s parent(s) will be provided with a reasonable opportunity for an informal conference with the district official imposing the Alternative Learning Center to discuss the conduct and the penalty involved.

5. Teacher disciplinary removal of disruptive students

A student’s behavior can affect a teacher’s ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student’s behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his/her composure and self-control in an alternative setting. Such practices may include, but are not limited to:

- a. short-term “time-out” in an elementary classroom or in an administrator’s office
- b. sending a student into the hallway briefly
- c. sending a student to the principal’s office for the remainder of the class time only
- d. 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, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher’s authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher’s authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher’s instructions or repeatedly violates the teacher’s classroom behavior rules.

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

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

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

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

Within 24-hours after the student's removal, the principal or another district administrator designated by the principal must notify the student's parent(s), in writing, that the student has been removed from class and why. The notice must also inform the parent(s) that he or she has the right to meet informally with the principal or the principal's designee. The principal or the principal's designee may include the teacher in the meeting to discuss the reasons for the removal.

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

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 parent(s) 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(s) 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:

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

The principal or his/her designee may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, 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 offered continued educational programming and activities until he or she is permitted to return to the classroom.

Each teacher must keep a complete log (on a district provided form) for all cases of removal of students from his/her class. The principal must keep a log of all removals of students from class.

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

6. Suspension from school

Suspension from school is a severe 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. Any student who is suspended from school is not allowed on South Lewis Central School property for the duration of the suspension. The superintendent must approve any exception to this rule in advance.

The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the principal and superintendent. The Board authorizes district administrators to suspend if necessary.

Any staff member may recommend to the principal that a student be suspended. All staff members must immediately report and refer a violent student to the principal or other district administrator for a violation of the code. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

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

The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parent(s) 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 parent(s). At the conference, the parent(s) shall be permitted to ask questions of complaining witnesses under such procedures as the principal may established.

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 parent(s) in writing of his/her decision. The principal shall advise the parent(s) that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the superintendent within five business days, unless they can show extraordinary circumstances precluding them from doing so. The superintendent shall issue a written decision regarding the appeal within 10 business days of receiving the appeal. If the parent(s) are not satisfied with the superintendent's decision, they must file a written appeal to the Board with the district clerk within 10 business days of the date of the superintendent's decision, unless they can show extraordinary circumstances precluding them from doing so. Only final decisions of the Board may be appealed to the Commissioner 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 parent(s) of their right to a fair hearing. At the hearing the student shall have the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his/her behalf.

7. Superintendent's Hearing

The superintendent shall personally hear and determine the proceeding or may, in his/her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him 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 parent(s) 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.

8. Permanent suspension

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

C. Minimum Periods of Suspension

1. Students who bring a 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:

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

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

2. Students who commit violent act 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, could be subject to a suspension from school. If the proposed penalty is a suspension of five-days or less, the student and the student's parent(s) 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 a five-day suspension, the student and the student's parent(s) 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 any suspension on a case-by-case basis. In deciding whether to modify the penalty, the superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

3. Students who are repeatedly substantially disruptive of the educational process or repeatedly substantially interfere with the teacher's authority over the classroom.

Any student, other than a student with a disability, who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom, will be suspended from school for at least five days. For purposes of this code, "repeatedly is substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by teacher(s) pursuant to Education Law §3214(3-a) and this code on four or more occasions during a semester, or three or more occasions during a trimester. If the proposed penalty is the minimum five-day suspension, the student and the student's parent(s) 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 parent(s) 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.

D. Referrals

1. Counseling

The Guidance Office shall handle all referrals of students to counseling.

2. PINS Petitions

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

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

3. Juvenile Delinquents and Juvenile Offenders

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 principal and/or 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.

X. Alternative Instruction

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

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

A. Authorized Suspensions or Removals of Students with Disabilities

1. For purposes of this section of the code, the following definitions apply:
 - a. A “suspension” means a suspension pursuant to Education Law § 3214.
 - b. 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.
 - c. 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/her current educational placement as follows:
 - a. The Board, the district (BOCES) superintendent, superintendent of schools, committee of special education chairperson 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, or has inflicted serious bodily injury upon another person while at school, on school premises or at a school function under the jurisdiction of the educational agency. The superintendent may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with disability who violates this code of conduct.

- i. “Weapon” means the same as “dangerous weapon” under 18 U.S.C. § 930(g)(w) which includes “a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except...[for] a pocket knife with a blade of less than 2 1/2 inches in length.”
 - ii. “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.
 - iii. “Illegal drugs” means a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 days at a time, if maintaining the student in his/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 or removal would result in a disciplinary change in placement based on a pattern of suspension or removal.

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

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/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 parent(s) 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 parent(s) 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 the parent 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 parent(s) 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 the parent(s) 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/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/her current educational placement during such proceedings.
 - b. The parent(s) 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 parent(s) 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 parent(s) 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.

XII. Corporal Punishment

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

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

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

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

XIII. Student Searches and Interrogations

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

~~In addition, the Board authorizes the district administrators or their designee(s), and the school nurse 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.~~

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

~~An authorized school official may search a student or the student's belongings based upon information received from a reliable informant. Individuals, other than the district employees, will be considered reliable informants if they have previously supplied information that was accurate and verified, or they make an admission against their own interest, or they provide the same information that is received independently from other sources, or they appear to be credible and the information they are communicating relates to an immediate threat to safety. District~~

employees will be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

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

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

A student may be searched and prohibited items seized on school grounds or in a school building by an authorized District official or employee only when he or she has reasonable suspicion to believe the student has engaged in or is engaging in activity which is in violation of the law, the rules of the school (i.e., the District Code of Conduct), or school policy. The reasonableness of any search involves a twofold inquiry: 1) School officials must first determine whether the search is justified at its inception, and 2) School officials determine whether the search, as actually conducted, is reasonably related in scope to the circumstances which justified the search in the first place.

Factors to be considered by an authorized District official or employee in determining whether reasonable suspicion exists to search a student include:

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

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

A. Student Lockers, Desks and other School Storage Places

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

District owned and provided desks, lockers, textbooks, computers, and other materials, supplies, or storage spaces loaned by the school to students remain the property of the school; and these items and/or places may be opened and inspected by school employees at any time without prior notice and without a student's consent. The purpose of these searches, when they occur, is to ensure the safety of students, faculty, and staff,

enhance school security and prevent disruptions of the learning environment. Students have no reasonable expectation of privacy with respect to school property; and school officials retain complete control over such property. However, a student's personal belongings contained within a locker, desk, etc. are subject to the reasonable suspicion standard for searches by an authorized school official.

B. Strip Searches

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

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

~~In every case, the school official conducting a strip search must have probable cause—not simply reasonable cause—to believe the student is concealing evidence of a violation of law or the district code. In addition, before conducting a strip search, the school official must consider the nature of the alleged violation, the student's age, the student's record and the need for such a search.~~

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

A strip search is a search that requires a student to remove any or all of his or her clothing, other than an outer coat, sweater, or jacket. Strip searches are intrusive in nature and are never justified in a school setting. If school officials have highly credible evidence that a student poses an imminent danger, or if school authorities believe there is an emergency situation that could threaten the safety of others, the student will, to the extent practicable, be isolated and secured. Police and parents will be contacted immediately.

C. Documentation of Searches

The authorized school official conducting the search shall be responsible for promptly recording the following information about each search:

1. Name, age and grade of student searched.
2. Reasons for the search.
3. Name of any informant(s).
4. Purpose of search (that is, what item(s) were being sought).
5. Type and scope of search.
6. Person conducting search and his/her title and position.
7. Witnesses, if any, to the search.
8. Time and location of search.
9. Results of search (that is, what items(s) were found).
10. Disposition of items found.
11. Time, manner and results of parental notification.

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

retain control of the item(s), until the items is turned over to the police. The principal or his/her designee shall be responsible for personally delivering dangerous or illegal items to police authorities.

D. Police Involvement in Searches and Interrogations of Students

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

1. A search or an arrest warrant; or
2. Probable cause to believe a crime has been committed on school property or at a school function; or
3. Been invited by school officials.

Before police officials are permitted to question or search any student, the building principal or his/her designee shall first try to notify the student's parent(s) to give the parent(s) the opportunity to be present during the police questioning or search. If the student's parent(s) cannot be contacted prior to the police questioning or search, the questioning or search shall not be conducted unless otherwise directed by the police official present in the District. The principal or designee will also be present during any police questioning or search of a student on school property or at a school function when such police presence or search was initiated by the District and absent a directive from the police official present otherwise.

Students who are questioned by police officials on school property or at a school function will be afforded the same rights they have outside the school. This means:

1. They must be informed of their legal rights.
2. They may remain silent if they so desire.
3. They may request the presence of an attorney.

E. Child Protective Services Investigations

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

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

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

If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

XIV. 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 district administrator(s) or their 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 locked campus designated entrances specific to each building. Once at that location, visitors are required to notify a district building/safety monitor of their presence by using a call button. The monitor will then "buzz" in the visitor(s) as they see appropriate and inform the visitor(s) where they are required to sign in and obtain a Visitor Badge.. There, they will be required to sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the principal's office or building/safety monitor desk before leaving the building. Any alumni that are at school for the purpose of visiting teachers or friends will need to visit after normal school hours.
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 principal and classroom teacher(s), so that class disruption is kept to a minimum. The superintendent must approve all arrangements.
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 other district administrator. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
7. All visitors are expected to abide by the rules for public conduct on school property contained in this code.

XV. 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 community, 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 dress properly for the purpose for which 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. Use language or gestures that are profane, lewd, vulgar or abusive.
6. Intimidate, harass or discriminate against any person on the basis of race, color, creed, national origin, religion, age, gender, sexual orientation or disability.
7. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
8. Obstruct the free movement of any person in any place to which this code applies.
9. Violate the traffic laws, parking regulations or other restrictions on vehicles.
10. Possess, consume, sell, distribute or exchange alcoholic beverages, controlled substances, or be under the influence of either on school property or at a school function.
11. 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.
12. Loiter on or about school property.
13. Gamble on school property or at school functions.
14. Refuse to comply with any reasonable order of identifiable school district officials performing their duties.
15. Willfully incite others to commit any of the acts prohibited by this code.
16. Violate any federal or state statute, local ordinance or Board policy while on school property or while at a school function.
17. Use, sell, distribute or exchange tobacco products on school property or at a school function.

B. Penalties

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

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

5. Staff members other than those described in subdivisions 3 and 4. They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

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

When a district administrator or his/her designee sees an individual engaged in prohibited conduct, which in his/her judgment does not pose any immediate threat of injury to persons or property, the district administrator or his/her designee shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The district administrator or his/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 district administrator or his/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.

XVI. Dissemination and Review

A. Dissemination of Code

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

1. Providing copies of the Code of Conduct to all students at the beginning of each school year.
2. Providing a summary of the Code of Conduct to all students, in an age appropriate, plain-language version, at a general assembly held at the beginning of each school year.
3. Making copies of the Code of Conduct available to all parents at the beginning of the school year.
4. 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.
5. Providing all current teachers and other staff members with a copy of the Code of Conduct and a copy of any amendments to the code as soon as practicable after adoption.
6. Providing all new employees with a copy of the current Code of Conduct when they are first hired.
7. Making copies of the Code of Conduct 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 will review this code every year and update it as necessary. In conducting the review, the Board will consider how effective the code's provisions have been and whether the code has been applied fairly and consistently.

The Board may appoint an advisory committee to assist in reviewing the code and the district's response to code violations. The committee will be made up of representatives of student, teacher, district administrator, and parent organizations and other school personnel. Before adopting any revisions to the Code of Conduct, the Board will hold at least one public hearing at which school personnel, parents, students and any other interested party may participate.

The code and any amendments to it will be filed with the Commissioner no later than 30 days after adoption. (Delete) The District shall post the complete Code of Conduct (with all amendments and annual updates) on the District's website. The District shall file a copy of its Code of Conduct and any amendments with the Commissioner, in a manner prescribed by the Commissioner, no later than thirty (30) days after their respective adoptions.

BOND RESOLUTION OF THE SOUTH LEWIS CENTRAL SCHOOL DISTRICT ADOPTED JUNE 18, 2018 AUTHORIZING THE PURCHASE OF THREE (3) 66-PASSENGER SCHOOL BUSES AT A MAXIMUM ESTIMATED COST NOT TO EXCEED \$299,417 AND THE ISSUANCE AND SALE OF SERIAL BONDS OR NOTES IN ANTICIPATION OF SUCH BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF \$299,417.

RECITAL

WHEREAS, the qualified voters of the South Lewis Central School District, (the "District"), in the County of Lewis, New York, at the annual District meeting duly called and held on May 15, 2018 did vote and adopt a proposition authorizing the purchase and finance of three (3) 66-passenger School Buses including ancillary equipment and all other necessary costs incidental thereto and to expend a total sum not to exceed \$299,417, or so much thereof as may be necessary, the levy of a tax in installments upon all the taxable real property of the District to the extent necessary for such purposes and, in anticipation of such tax, the issuance of bonds and bond anticipation notes in the principal amount not to exceed \$299,417 and the levy of a tax to pay the interest on said obligations; and

WHEREAS, The District, as a local agency pursuant to the New York State Environmental Quality Review, Act ("SEQRA"), ECL Section 8-0101, *et seq.*, and implementing regulations, 6NYCRR Part 617 (the "Regulations"), having reviewed the impact of the Project upon the environment, determined that such action constitutes a "Type II Action" under the Regulations and is not subject to review under SEQRA;

NOW, THEREFOR BE IT RESOLVED, ON JUNE 18, 2018 BY THE BOARD OF EDUCATION OF THE DISTRICT, (by favorable vote of not less than two-thirds of all the members of said Board of Education) AS FOLLOWS:

Section 1. Subject to the provisions of Section 3 hereof, the District is hereby authorized to undertake the Project and to expend therefor an amount not to exceed the estimated maximum cost of \$299,417. The estimated total cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$299,417 and the plan of financing includes the issuance of serial bonds in the aggregate principal amount not to exceed \$299,417 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the District to pay the principal of said bonds and the interest thereon as the same shall become due and payable subject to applicable amounts of state assistance available or to any revenues available for such purpose from any other source.

Section 2. Bonds and bond anticipation notes of the District are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York (the "Local Finance Law"), in a principal amount not to exceed \$299,417 to finance said appropriation for the acquisition, purchase and equipping of the Project.

Section 3. The following additional matters are hereby determined and declared with regard to the Project.

(a) Under the Local Finance Law, the period of probable usefulness of the Project is five (5) years:

(b) Current funds are not required by the Local Finance Law to be provided prior to the issuance of the bonds and any notes issued in anticipation thereof authorized by this resolution; and

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

(d) The District reasonably expects to reimburse itself for expenditures made for the Project from the proceeds of the bonds or notes herein authorized.

(e) This resolution is a declaration of official intent to reimburse for purposes of Treasury Regulation Section 1.150-2.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation thereof shall contain the recital of validity as prescribed by Section 52.00 of the Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the District, payable as to both principal and interest by general tax upon all the taxable real property within the District without limitation of rate or amount. The full faith and credit of the District are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the District of appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year. The bonds may be issued such that annual installments of principal and interest are substantially level, as provided by law.

Section 5. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the District is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 6. The power to issue and sell the bonds and any notes issued in anticipation thereof, including powers or duties pertaining or incidental thereto, is hereby delegated to the President of the Board of Education, as Chief Fiscal Officer, except as herein provided. The bonds shall be of such terms form and contents as may be determined by the Chief Fiscal Officer, pursuant to the Local Finance Law. The Chief Fiscal Officer is authorized to execute and deliver any documents and to take such other action as may be necessary and proper to carry out the intent and provisions hereof.

Section 7. This resolution shall take effect immediately. The District Clerk is hereby authorized and directed to publish a summary of the foregoing resolution, together with a Notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in the newspapers having general circulation in the District and designated the official newspapers of District for such publication.

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

Barry Worczak, President	Voting	_____
Andrew Liendecker, Vice President	Voting	_____
Thomas Burmingham	Voting	_____
Paul Campbell	Voting	_____
Jessica Carpenter	Voting	_____
Scott Chrzanowski	Voting	_____
Michael Lisk	Voting	_____
Dawn Ludovici	Voting	_____
Richard Ventura	Voting	_____

SOUTH LEWIS CENTRAL SCHOOL DISTRICT

SCHOOL PHYSICIAN SERVICES AGREEMENT

For School Year Ending

June 30, 2019

1. **PARTIES AND TERM:** This Agreement for School Physician Services is made by and between the South Lewis Central School District (the District) and Lewis County General Hospital (the Contractor) collectively "the parties".

This Agreement shall begin on July 1, 2018, and extend through the fiscal year ending June 30, 2019, provided that either party shall have the option to cancel the engagement as set forth in paragraph 9.

2. **DESCRIPTION OF SERVICES:** The Contractor agrees to provide a Physician(s) or designee who is duly licensed to practice medicine in the State of New York and will serve as the School Physician and Medical Inspector for the school district.

The Contractor will assign a duly licensed provider to the District at the Contractor's discretion to provide services requested. However, every effort will be made for a Physician to be available to the District for services associated with this agreement. If for some reason a Physician is not available to provide select services, the District will be notified in advance.

The School Physician or designee will perform such duties as prescribed by the NYS Education Law and the rules and Regulations of the State of New York Education Department and customarily performed by one holding such position in other similar school districts in the State of New York.

All health examinations and other services will be conducted at the appropriate District's school location.

3. **NATURE OF SERVICES REQUIRED:**

- a. **Oversight of School Health Services.** The School Physician or designee shall be responsible for performing, coordinating and/or oversight of the provision of school health services in the District.

- b. **Health Examinations.** The School Physician or designee will perform physical appraisals, in accordance with Education Law and District policy;

- 1.) For students who do not present a certificate from their family physician upon entering school and in grades Kindergarten, 2, 4, 7, and 10 or within 30 days after entry into school.
- 2.) For students participating in interscholastic activities who do not present a certificate from their family physician. These health examinations will occur prior to the sport season at agreed upon dates and times with school health officials and the School Physician or designee.
- 3.) For students in special class placement or other instruction of the physically or mentally handicapped and the emotionally disturbed, or prior to their return to a regular class program.
- 4.) For students who require a physical for working papers.
- 5.) For new employees of the District who do not present a certificate from their family physician.
- 6.) For employees of the District employed as Bus Drivers, as required by Federal and State laws.

7.) For other employees of the District, such as Maintenance and Food Services personnel, for the purpose of assuring the employees ability to perform the essential functions of their position.

- c. **Consultant to School Nurse.** The School Physician or designee will be available by phone, text, and/or email, to the School Nurse to discuss student medical concerns, and/or school health services, as needed, and will respond to inquiries as soon as practically possible.

The School Physician or designee will participate in meetings with the School Nurse and/or other school officials whenever appropriate to discuss health related concerns.

The School Physician or designee will be knowledgeable regarding public health laws and will assist the School Nurse and/or other school officials in the interpretation and application of those laws.

- d. **Standing Orders and Protocols.** The School Physician or designee will provide annual standing orders for emergency epinephrine, as allowed by New York State Education Law.

The School Physician or designee will provide annual signed orders for the District's First Aid Protocols for the School Nurse.

The School Physician or designee will sign prescriptions for the Fluoride Program.

- e. **Consultant to the Committee on Special Education.** The School Physician or designee will be available to meet with CPSE and CSE when requested, at a time convenient to both the Committees and the School Physician or designee, when arranged with reasonable advance notice.

The School Physician or designee will provide physical examinations of students as requested by CSE or CPSE chairperson, when an individual student has no access to a primary medical provider.

The School Physician or designee will provide written prescriptions for Occupational and/or Physical Therapy for students referred by the CSE chairperson, such referrals will be made only when all other means of obtaining these prescriptions have been exhausted.

- f. **Other Responsibilities.**

1.) Provide recommendations in the development of board policies, administrative regulations and district practices concerning health-related issues.

- 2.) Provide services required by law relative to Automatic External Defibrillation.
- 3.) The School Physician or designee will offer flu shots to staff not covered by POMCO.
- 4.) Provide services associated with the Athletic Placement Process (formerly known as Selective Classification).
- 5.) Perform such other tasks and assume such other responsibilities as the District's Superintendent may assign and are agreed to by the Contractor's Clinic Manager.

4. RESPONSIBILITIES OF THE DISTRICT:

- a. The District will provide all Nursing services.
- b. The District will setup time slots as needed for the required physicals. Ideally, these physicals will be in approximately 4-hour time slots twice per month. In total the scheduled physicals should not exceed 12 days (96 hours) in a school year.
- c. The District will ensure a full complement of students and/or staff during the physical time slots to best utilize the time of the School Physician or designee.
- d. The School District will provide the School Physician or designee with reasonable work space, desks and chairs. The School Physician or designee will also be provided with access to telephone lines, photocopying facilities and fax machines for District-related business use only.
- e. The Superintendent of Schools, or his or her designee, shall be responsible for the overall supervision of this Agreement.

5. CONFIDENTIALITY: By the nature of the services it renders to the District, the Contractor will acquire knowledge of sensitive information regarding District operations, employees, and students. Such information is confidential and not subject to disclosure by the District under the Freedom of Information Law. The use of such information to the advantage of the Contractor or its employees, agents, or representatives, or the disclosure of such information to third parties is prohibited.

6. MUTUAL INDEMNIFICATION: Each party (for purposes of this Paragraph 6, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph 6, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent

operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

7. **PROOF OF INSURANCE:** Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor agrees to effectuate the naming of the District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation and professional liability, and shall provide evidence of required coverage listed below on the onset of this contract, and at annual insurance renewal.

Commercial General Liability Insurance-

- Minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Medical Malpractice Insurance-

- Minimum of \$1,300,000 per occurrence/\$3,900,000 aggregate.

Workers' Compensation and NYS Disability-

- Statutory Workers' Compensation and NYS Disability Benefits Insurance.

8. **PAYMENT:** The District agrees to compensate the Contractor, as follows;

Services for July 1, 2018 – June 30, 2019: not to exceed \$21,000.

Contract payments will be in equal quarterly installments, for each service period.

9. **TERMINATION:** Each party shall have the option to cancel the engagement provided that ninety (90) days' written notice is given to the other party. Throughout the term of the engagement, this Agreement may be terminated by the District for cause with thirty (30) days' notice. Throughout the term of the engagement, this Agreement may be terminated by the Contractor for non-payment, or as a result of the District, or its representatives, failing to provide the information deemed necessary to undertake the Contractor's responsibilities under this Agreement. Should this Agreement be terminated payment will be pro-rated based upon the termination date.

10. **NOTICES.** All notices provided under this Agreement must be in writing at the following addresses:

To the District: Superintendent of Schools, and
School Business Administrator
South Lewis Central School
PO Box 10
Turin, NY 13473

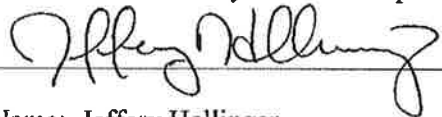
To the Contractor: Jeffery Hellinger, CFO
Lewis County General Hospital
7785 North State Street
Lowville, NY 13367

11. **ENTIRE AGREEMENT.** This Agreement contains and embraces the entire agreement between the parties, and it or any part of it may not be changed, altered, modified, limited, terminated or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the parties hereto, their legal representatives, successors or assigns.
12. **BOARD APPROVAL.** This Agreement is subject to approval by the district's Board of Education.
13. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.
14. **VENUE:** All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Lewis County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute) and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

The undersigned hereby declare that they have read the foregoing Agreement and any and all other materials submitted in connection with the same, and agree to abide by the requirements therein.

For the South Lewis Central School District:

For the Lewis County General Hospital:



Name: Barry R. Worczak _____

Name: Jeffery Hellinger _____

Title: BOE President _____

Title: CFO _____

Date: _____

Date: 5/21/18 _____

Date approved by the Board of Education: _____

MEMORANDUM OF UNDERSTANDING

Agreement Between Lewis County General Hospital (Hospital) and Board of Education of the South Lewis Central School District (Board or District) and Douglas Premo, Superintendent of Schools of the South Lewis Central School District (Superintendent)

The purpose of this Memorandum of Understanding is to define and outline the responsibilities of the Lewis County General Hospital and the South Lewis Central School in order to provide comprehensive health care services through a school-based health center (SBHC) located at the school.

The services to be provided in accordance with the terms of the memorandum of Understanding are subject to the following statutes, regulations, guidelines and policies:

- a) The State Public Health Law, Article 28, § 2800 *et seq.*, **except** if and to the extent lawfully waived by the New York State Department of Health (NYSDOH) Commissioner
- b) The State Mental Hygiene Law, Article 31, as applicable. All applicable NYSDOH regulations expressed in Title 10 (Health) of the New York State Code of Rules and Regulations
- c) The NYSDOH "Principles and Guidelines for School-Based Health Centers in New York State" ("Principles & Guidelines")
- d) The NYSDOH "Child/Teen Health Plan"
- e) Any and all policies and guidelines mandated by the NYSDOH
- f) Applicable policies of the Board of Education of the South Lewis Central School District
- g) Other applicable State and Federal laws and regulations

1. FACILITIES

The District agrees to provide the following support to the project staff at this site:

Space for the SBHC that will include:

- a) Adequate office space for all SBHC staff
- b) Examining rooms with lavatory accessibility
- c) Private counseling room
- d) Waiting room/area for students and parents
- e) Adequate heat, lights and ventilation in all areas
- f) Locked storage closet for supplies and equipment
- g) Maintenance and cleaning of the SBHC area

Approval is required to be obtained from NYSED for any construction/renovation to the space being allocated to the SBHC.

2. **EQUIPMENT AND SUPPLIES**

At least one dedicated telephone line and accessibility to a photocopier

3. **PROGRAMMATIC COMPONENTS**

Assistance with:

- a) marketing the School Health Program and distribution of communication materials
- b) obtaining informed parental consent
- c) encouraging parental presence at the initial examination
- d) assisting the SBHC in obtaining insurance and Medicaid information from students and parents

4. **SERVICES**

The Health Care Provider (Lewis County General Hospital) will provide the following:

1. **ON-SITE SERVICES (For enrolled students only - with parental consent)**

- a) Comprehensive primary and preventive health for children according to the New York State Guidelines for School-Based Health Centers including referral and Centers including referral and follow up for needed medical, dental, and psycho- social care
- b) Ongoing care for chronic diseases such as asthma
- c) Health education activities for parents and teachers in cooperation with the school
- d) First aid and emergency care (available to all students in the school)

2. **BY REFERRAL TO THE SPONSORING ARTICLE 28 FACILITY**

Continuity of care: 24 hours a day, 7 days a week, through

Lewis County General Hospital

- a) Assistance with enrollment in Child Health Plus and Medicaid Managed Care.
- b) Referral and follow up as indicated for additional medical, mental, dental and social services.

5. **CONFIDENTIALITY**

By the nature of the services it renders to the District, the Hospital will acquire knowledge of sensitive information regarding District operations, employees, and students. Such information is confidential and not subject to disclosure by the District under the Freedom of Information Law. The use of such information to the advantage of the Hospital or its employees, agents, or representatives, or the disclosure of such information to third parties without written consent is prohibited.

6. MUTUAL INDEMNIFICATION

Each party (for purposes of this paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

7. PROOF OF INSURANCE

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Hospital agrees to effectuate the naming of the District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation and professional liability, and shall provide evidence of required coverage listed below on the onset of this contract, and at annual insurance renewal.

Commercial General Liability Insurance-

Minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Medical Malpractice Insurance

Minimum of \$1,300,000 per occurrence/\$3,900,000 aggregate.

Workers' Compensation and NYS Disability

Statutory Workers' Compensation and NYS Disability Benefits Insurance

The above policies of insurance shall be written on forms acceptable to the Insurance Consultant of the Board and endorsed to name the South Lewis Central School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the Board prior to this Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by the Board of the above-required insurance does not serve to limit the liability or responsibility of the insurer or the Hospital to the Board.

8. PAYMENT

There shall be no costs to the Board of Education under this Agreement from the Hospital any Third Parties, *except* for payments made by the Board as part of funding from the Community School Set-Aside funding from the New York State Budget. In the event that this Community School Set-Aside funding is discontinued, no longer available, or reduced for any reason, the Board will not be obligated to provide supplemental funding to the Hospital. The

Board agrees to provide supplemental funding for the School-Based Health Center as follows:

<u>School Year</u>	<u>Period Covered</u>	<u>School Year Amount</u>
2017-2018	July 1 to June 30	\$96,000.00
2018-2019:	July 1 to June 30	\$66,000.00
2019-2020:	July 1 to June 30	\$21,000.00
2020-2021:	July 1 to June 30	\$21,000.00
2021-2022:	July 1 to June 30	\$21,000.00

Except for the first year, two payments to the Hospital will be made each school year in amounts equal to one-half of the total payment for the School Year Amount on or before September 1 and on or before February 1 of the school year. The first year payment will be made as soon as possible after the agreement is approved and executed by both parties.

9. TERMINATION

Each party shall have the option to cancel the engagement provided that sixty (60) days' written notice is given to the other party. Throughout the term of the engagement, this Agreement may be terminated by the District for cause with thirty (30) days notice. Throughout the term of the engagement, this Agreement may be terminated by the Hospital for non-payment, or as a result of the District, or its representatives, failing to provide the information deemed necessary to undertake the Hospital's responsibilities under this Agreement. Should this Agreement be terminated payment will be pro-rated based upon the termination date.

10. NOTICES

All notices provided under this Agreement must be in writing at the following addresses:

To the District:

Superintendent of Schools and School Business Administrator
South Lewis Central School
PO Box 10
Turin, NY 13473

To the Hospital:

Jeffery Hellinger, CFO
Lewis County General Hospital
7785 North State Street
Lowville, NY 13367

11. ENTIRE AGREEMENT

This Agreement contains and embraces the entire agreement between the parties, and it or any part of it may not be changed, altered, modified, limited, terminated or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the parties hereto, their legal representatives, successors or assigns.

12. **BOARD APPROVAL**

This Agreement is subject to approval by the district's Board of Education.

13. **GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

14. **VENUE**

All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Lewis County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute) and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

SIGNATURES:

Herald R. Gay
Chief Executive Officer

5-21-2018
Date

President, Board of Education

Date

Superintendent of Schools

Date

AGREEMENT

THIS IS AN AGREEMENT, by and between the **SOUTH LEWIS CENTRAL SCHOOL**, located at 4264 East Road Turin, New York 13473 (hereinafter referred to as **SLCS**) and **RUBENZAHL, KNUDSEN & ASSOCIATES, PSYCHOLOGICAL SERVICES, P.C.**, with offices at 22670 Summit, Suite 2, Watertown New York 13601 (hereinafter referred to as **RKA**).

WITNESSETH:

WHEREAS, **SLCS** has the mission to assist and provide psychological and mental health support and treatment to students of the South Lewis Central School District., as appropriate under NYS Education Department, and the District's Board of Education.

WHEREAS, **SLCS** has determined that the purchase of consulting services of licensed professionals can be an effective and efficient means to fulfill these responsibilities; and

WHEREAS, **RKA** is a recognized agency with the experience, capacity, and established credentials to provide clinical services and oversight of clinical psychological and mental health treatment:

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN SLCS AND RKA AS FOLLOWS:

1. **RKA** will provide clinical psychological and mental health services to the students of **SLCS**, executed by qualified personnel, which is defined as an individual holding a provisional or permanent license in mental health counseling, social work, or psychology.
2. **RKA** will staff said qualified clinician at the **SLCS** at the hours held by school personnel, during the normal school calendar. Services to the referred students will be provided year-round. If students require services when the clinician cannot be at the school, then services will be provided at **RKA**'s Lowville or Watertown office.
3. **RKA** will aid **SLCS** to meet the criteria necessary to provide such services in an ethical manner using best practices of clinical psychology, clinical social work, and mental health counseling as defined by New York State Education Department, Office of Professions. (NYSEDOP).
4. The confidentiality of individuals receiving services under this contract shall be maintained in conformity with the provisions of applicable State and Federal laws and regulations.
5. **RKA** will be responsible for the medical record (PHI) of the student in treatment. Records will be maintained with privacy standards of the Health Insurance Portability

6. **SLCS** will acquire informed consent (IC) for treatment from the student's parent/guardian prior to referral for treatment. If the student is over sixteen (16) years of age, **RKA** would also request an IC from the student in addition to the parent/guardian.
7. Shared information between **RKA** and **SLCS** will require the standard release of information (ROI) from the parent/guardian. If the student is over sixteen (16) years old, **RKA** would also request ROI from the student in addition to the parent/guardian.
8. **RKA** will address the clinical treatment and assessment needs of students receiving direct services by an **RKA** professional (See **Schedule "A"**). **RKA** will also provide services, including using the Neurosequential Model of Therapeutics, to assist **SLCS** in improving the functioning of its students, especially those who have experienced trauma and/or neglect (See **Schedule "B"**).
9. **RKA** will take directions from and provide feedback to the **SLCS** Superintendent.
10. In the event that a governing authority needs to be contacted during the course of provided services (e.g., Child Protective Services, Police) or in the event of psychiatric hospitalization, **RKA** will attend to protocol designated according to best practices within the profession of psychology and clinical social work. However, it is agreed that **RKA** will, in due diligence, notify **SLCS** Superintendent or proxy prior to contact with outside agencies.
11. No person shall, on the grounds of race, color, region, national origin, sex or Physical disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity funded in whole or part with funds made available under this agreement.
12. **RKA** specifically agrees that its relationship with **SLCS** is that of an independent contractor, and that neither **RKA** nor any of its employees shall make any representation that an employment relationship exists with **SLCS**.
13. **RKA** agrees to comply with all applicable Federal and State laws and regulations governing equal employment opportunity and affirmative action.
14. **RKA** agrees to indemnify **SLCS** against any loss **RKA** may suffer when such losses result from claims of any person or organization injured by the negligent acts or omission of **RKA**, its officers and/or employees.
15. This agreement will begin **January 1, 2019** and end **June 30, 2023**. Continuation of services after June 30, 2023 will require a renewed agreement.
16. **SLCS** agrees to pay **RKA**
 - * \$30,000 for January 1, 2019 – June 30, 2019
 - * \$75,000 for July 1, 2019 – June 30, 2020
 - * \$75,000 for July 1, 2020 – June 30, 2021
 - * \$75,000 for July 1, 2021 – June 30, 2022
 - * \$26,000 for July 1, 2022 – June 30, 2023

These payments cover the cost of the services outlined in Schedule A for four (4) days/week and Schedule B for a total not to exceed 73 hours/year. This includes the cost of students' co-pays or the amount they would be responsible for due to deductibles or other provisions in their health insurance. Further, this includes reimbursement to RKA for services provided to students who have health insurance that RKA cannot bill.

17. Each party shall have the option to cancel the engagement provided that ninety (90) days written notice is given to the other party. Should this Agreement be terminated, payment shall be pro-rated based upon the termination date and refunded to SLCS.

IN WITNESS WHEREOF, the parties hereunto have signed this Agreement on the dates below shown.

South Lewis Central School

Date: _____

by: _____
Doug Premo
SLCS Superintendent

**Rubenzahl, Knudsen & Associates
Psychological Services, P.C.**

Date: 5/24/18 _____

by: _____
Thomas E. Knudsen, Psy.D., ABPP
Vice President.

STATE OF NEW YORK)
) SS:
COUNTY OF Jefferson)

On the 5/24/18 day of May in the year 2018 before me, the undersigned, personally appeared Thomas Knudsen personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Rebecca M. Barney
Notary Public, State of New York
No. 01BA6271974
Qualified in Jefferson County
My Commission Expires Nov. 13, 2020


Notary Public



STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule A

Therapy services to be provided by RKA to the students of SLCS.

1. Assessment of mental health disorders, symptoms and adjustment issues in students of SLCS referred to RKA.
2. Treatment of mental health disorders, symptoms and adjustment issues for students who are referred and determined to require treatment. Treatment includes individual psychotherapy to the student which may include family members. Psychotherapeutic methods will be consistent with best practices standard of care in mental health.
3. Referrals for additional services including but not limited to, psychiatric consultation and/or treatment, community support services, addiction services, and medical consultation.

Schedule B

Training the staff of SLCS to understand and apply neuroscientific approaches to helping at-risk students.

Recent advances in neuroscience reveal why students who have experienced trauma, neglect, and other major stressors struggle in their emotional, behavioral, social, and academic functioning. These advances help us understand why these students do not respond well to traditional interventions. They also help us understand why students with other conditions have similar struggles and why the same change in strategies will benefit them as well. This approach helps prevent the development of more severe mental health conditions.

1. Continue Mindfulness

Mindfulness is a neurobiologically-recommended intervention and, as such, we will continue to provide Mindfulness training and services. We will also assist the staff benefiting from Mindfulness in creating a long-term self-sustainable program.

2. Trainings and Consultations

We will provide trainings and consultations to help SLCS staff understand the advances in neuroscience and the implications for the school setting, including training staff on the strategies that most effectively help these students. For instance, students who become emotionally dysregulated respond better to “bottom-up” interventions. However, traditional interventions are based on a “top-down” approach. Mindfulness is one bottom-up intervention. There are many other bottom-up interventions that are available to help students and staff, in addition to or instead of mindfulness. General, larger-scale trainings as well as more specialized, in-depth trainings will be provided to help staff develop expertise with key concepts and to train school staff on how to identify and use bottom-up strategies with their students. Consultations will be provided to help staff dealing with specific challenging situations.

3. NMT-based evaluations

The Neurosequential Model of Therapeutics (NMT) is one approach that is very beneficial in understanding these issues and helping students. Core concepts of NMT will be taught in the trainings and consultations. Clinicians trained in NMT are able to complete a brain map for specific students¹. The brain maps can assist school staff in developing and implementing interventions for particular students. We will conduct brain maps with students referred to us and then meet with the staff working with those students to review the results and recommendations and provide guidance with implementing the school-based recommendations.

¹ Lee Vance, Psy.D., Sam Rubenzahl, Ph.D., and Phil McDowell, LCSW-R are trained and certified in NMT and will all play a role in providing the Schedule B services.

SOUTH LEWIS CENTRAL SCHOOL DISTRICT
FACILITIES USE AGREEMENT

This is an Agreement between the South Lewis Central School District with its principal offices located at 4264 East Road, Turin, New York 13473 (hereinafter referred to as "District") and Bark Eater Events, LLC, with its principal place of business located at 8417 Oswego Road #148, Baldwinsville, New York 13027 (hereinafter referred to as Peak to Brew).

RECITALS:

WHEREAS, Bark Eater Events, LLC has plans to conduct a relay race referred to as Peak to Brew Relay Race from Whiteface Mountain to the Saranac Brewery in Utica, New York and has requested to use facilities and grounds at the South Lewis Middle-High School for a Major Exchange, transfer, staging and rest area during August 10-11, 2018 and

WHEREAS, the provisions of the Education Law §403-a and 414 permit the use or lease of school facilities and grounds when they are not being used for school district purposes; and

WHEREAS, the Board of Education has determined that the specific real property of such District will not be needed for school district purposes during the period August 10-11, 2018 and that the leasing or use of such real property is in the best interest of the school district; and

WHEREAS, the Board of Education has adopted Policy 3280 Use of Facilities, materials and Equipment and grounds; and

WHEREAS, the Board of Education has developed a Facilities Use form and agreement that must be executed by Bark Eater Events, LLC.

AGREEMENT:

1. **Use of Facilities Approval.** The Board of Education hereby approves the use of school district grounds and facilities by Bark Eater Events, LLC for the purposes of a Major Exchange, transfer, staging and rest area during the period August 10-11, 2018. The use of facilities and grounds is subject to the conditions set forth on the Application for Permission to Use School Facilities, the terms of which are incorporated herein and expressly made a part hereof.

2. **School District Services.** The Board of Education agrees to provide the following services together with such other services as may be mutually agreed upon between the parties:

- *Tables and chairs
- *Ample parking (vans, ambulance, sponsors, visitors, etc....)
- *1-2 support staff (custodial).
- *Access to gyms for sleeping areas
- *Access to indoor bathrooms, showers and locker rooms
- *Access to select and designated grassy areas for tents and related facilities for sleeping, resting and eating
- *Access to outdoor and/or indoor outlets

3. **Relay Race Dates.** The Peak to Brew Relay Race shall be held during August 10-11, 2018.

4. **Safety Plan.** Bark Eater Events, LLC shall provide and implement a safety plan, acceptable to the South Lewis Central School District, during the period of the Peak to Brew Relay Race and shall provide adequate staffing during its use of South Lewis Central School District facilities and grounds.

5. **Emergency Medical Services.** Bark Eater Events, LLC agrees that it will be responsible for providing an Emergency Medical Technician (EMT) and CPR/AED certified individual to be in attendance during the entire program.

6. **Insurance.** Bark Eater Events, LLC shall provide a certificate of insurance covering activities related to the Peak to Brew Relay Race during the period August 10-11, 2018 in an amount acceptable to the District and the District shall be named as an additional insured on the insurance policies or their endorsements. The insurance certificate and policies or their endorsements shall additionally contain a waiver of subrogation.

7. **Adherence to Policies Regulations and Code of Conduct.** Bark Eater Events, LLC agrees that all members, employees and participants will observe South Lewis Central School District policies, regulations and Code of Conduct. Amplified Music not

allowed between the hours of 8pm and 8am. No generators allowed. No alcohol is permitted on the premises and no vendor tents marketing alcohol allowed, etc.

8. **Indemnification and Save Harmless Agreement.** Bark Eater Events, LLC agrees individually and organizationally it will assume full financial responsibility for any and all damages to School Lewis Central School District property during its period of the use of District facilities. It is further agreed that Bark Eater Events will at all times hereafter indemnify the South Lewis Central School District, its Board of Education, officers and employees against any loss, damages or expense of any kind which the District, its Board, officers or employees may sustain or incur because of the use of District facilities or grounds during its use of the Districts facilities and grounds or during any period of time that the Peak to Brew Relay Race activities are occurring and using District facilities and grounds. It is further agreed that Bark Eater Events, LLC will further hold the District, its Board, Board members, officers and employees harmless for loss of any kind in connection therewith.

9. **Entire Agreement.** This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by both parties hereto.

10. **Savings Clause.** If any provision of this agreement is declared by any court to be invalid, such determination of invalidity shall not effect the validity or enforceability of any other provision hereof.

Bark Eater Events, LLC

By:  , Member

Jason Croniser
President and Co-Founder
Bark Eater Events, LLC

5/15/18

Date

Douglas E. Premo
Superintendent of Schools
South Lewis Central School District

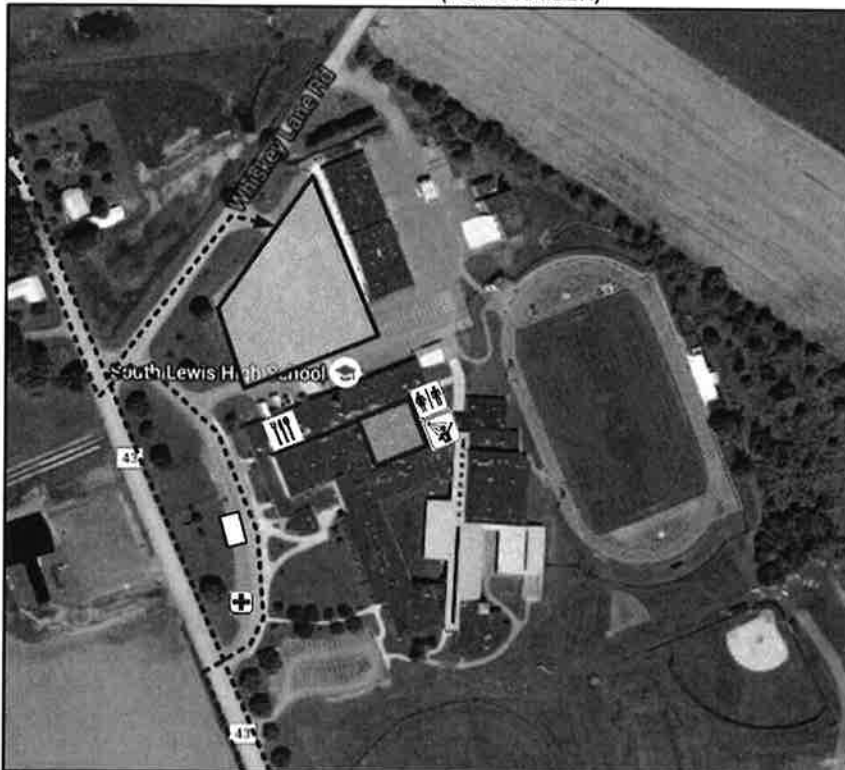
Date

Barry Worczak
President, Board of Education
South Lewis Central School District

Date

EXCHANGE OVERVIEW:

- **DATE:** 11 AUGUST 2018
- **TIMEFRAME:** 2:00 AM – 8:00 AM
- **EXCHANGE TYPE:** MAJOR EXCHANGE
- **REQUIRED:**
 - **PARKING:** ~50 VANS
 - **RUNNER TRANSITION AREA**
 - **INDOOR RESTROOMS & SHOWERS (LOCKER ROOM)**
 - **RUNNER RESTING AREA**
 - **FOOD AVAILABLE FOR SALE TO RUNNERS (FUNDRAISER)**



LEGEND

RUNNER ROUTE	VAN ROUTE	VAN PARKING	RUNNER EXCHANGE	EVENT TENT/TABLE	PORTABLE TOILETS
SLEEPING AREA	FOOD	SHOWER	INDOOR BATHROOMS	FIRST AID (EMT)	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
South Lewis Central School District 4264 East Road Turin NY 13473
but only with respect to competitions sanctioned or approved by USATF and practices properly registered with USATF and to activities that are common to USATF Clubs.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract executed by the named insured prior to an occurrence resulting in a loss or claim.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

South Lewis Central Schools

Mr. Douglas Premo, Superintendent

Department of Health, Physical Education & Athletics

Mr. C Brian Oaks

Director of Health, Physical Education, & Athletics

P. O. Box 40, East Rd., Turin, NY 13473

315-348-2562, Fax 315-348-2510

To: Doug Premo

From: C. Brian Oaks

Date: June 7, 2018

Re: Disposal of Damaged Pole Vault Pits

Please accept this letter as a request to dispose of the damaged pole vault pit. If you have any questions, please contact me.

Home of the Falcons

Non-Instructional/Business
Operations

SUBJECT: MEAL CHARGING AND PROHIBITION AGAINST MEAL SHAMING

It is the District's goal to provide students with access to nutritious no- or low-cost meals each school day and to ensure that a student whose parent/guardian has unpaid meal charges is not shamed or treated differently than a student whose parent/guardian does not have unpaid meal charges.

Unpaid meal charges place a large financial burden on the District. The purpose of this policy is to ensure compliance with federal requirements for the USDA Child Nutrition Program and to provide oversight and accountability for the collection of outstanding student meal balances to ensure that the student is not stigmatized, distressed, or embarrassed.

The intent of this policy is to establish procedures to address unpaid meal charges throughout the District in a way that does not stigmatize, distress, or embarrass students. The provisions of this policy pertain to regular priced reimbursable school breakfast, lunch and snack meals only. Charging of items outside of the reimbursable meals (a la carte items, adult meals, etc.) is expressly prohibited.

Access to Meals

- a) Free meal benefit eligible students will be allowed to receive a free breakfast and lunch meal of their choice each day. A la carte items or other similar items must be paid/prepaid.
- b) Reduced meal benefit eligible students will be allowed to receive a breakfast of their choice for \$.25 and lunch of their choice for \$.25 each day. The charge meals offered to students will be reimbursable meals available to all students, unless the student's parent or guardian has specifically provided written permission to the District to withhold a meal. A la carte items or other similar items must be paid/prepaid.
- c) Full pay students will pay for meals at the District's published paid meal rate each day. The charge meals offered to students will be reimbursable meals available to all students, unless the student's parent or guardian has specifically provided written permission to the District to withhold a meal. A la carte items or other similar items must be paid/prepaid.

Ongoing Staff Training

- a) Staff will be trained annually and throughout the year as needed on the procedures for managing meal charges using the State Education Department (SED) Webinar or the District's training program.
- b) Staff training will include ongoing eligibility certification for free or reduced price meals.

(Continued)

**SUBJECT: MEAL CHARGING AND PROHIBITION AGAINST MEAL SHAMING
(Cont'd.)**

Parent Notification

Parents/guardians will be notified that a student's meal card or account balance is exhausted and has accrued unpaid meal charges within two days of the charge and then every five days thereafter.

Parent Outreach

- a) Staff will communicate with parents/guardians with five or more unpaid meal charges to determine eligibility for free or reduced price meals.
- b) Staff will make two documented attempts to reach out to parents/guardians to complete a meal application in addition to the application and instructions provided in the school enrollment packet.
- c) Staff will contact the parent/guardian to offer assistance with completion of meal application to determine if there are other issues within the household causing the student to have insufficient funds, offering any other assistance that is appropriate.

Minimizing Student Distress

- a) Staff will not publicly identify or stigmatize any student in line for a meal or discuss any outstanding meal debt in the presence of any other students.
- b) Students with unpaid meal charges will not be required to wear a wristband or handstamp, or to do chores or other work to pay for meals.
- c) Staff will not throw away a meal after it has been served because of the student's inability to pay for the meal or because of previous unpaid meal charges.
- d) Staff will not take any action directed at a student to collect unpaid meal charges.
- e) Staff will deal directly with parents/guardians regarding unpaid meal charges.

(Continued)

**SUBJECT: MEAL CHARGING AND PROHIBITION AGAINST MEAL SHAMING
(Cont'd.)**

Ongoing Eligibility Certification

- a) Staff will conduct direct certification through the New York Student Identification System (NYSSIS) or using SED Roster Upload at least monthly to maximize free eligibility.
- b) Staff will provide parents/guardians with free and reduced price application and instructions at the beginning of each school year in the school enrollment packet.
- c) If the District uses an electronic meal application, it will provide an explanation of the process in the school enrollment packet and instructions on how to request a paper application at no cost.
- d) The District will provide at least two additional free and reduced price applications throughout the school year to families identified as owing meal charges.
- e) The District will use its administrative prerogative to complete an application on a student's behalf judiciously, and only after using exhaustive efforts to obtain a completed application from the student's parent/guardian. The District will complete the application using only available information on family size and income that falls within approvable guidelines.
- f) The District will coordinate with the foster, homeless, migrant, and runaway coordinators at least monthly to certify eligible students.

Prepaid Accounts

Students/Parents/Guardians may pay for meals in advance via www.MySchoolBucks.com or with a check payable to South Lewis School Lunch. Further details are available on the District's webpage at www.southlewis.org. Funds should be maintained in accounts to minimize the possibility that a student may be without meal money on any given day. Any remaining funds for a particular student will be carried over to the next school year.

To obtain a refund for a withdrawn or graduating student, a written or e-mailed request for a refund of any money remaining in the student's account must be submitted. Students who are graduating at the end of the year will be given the option to transfer any remaining money to a sibling's account through a written request.

Unclaimed funds must be requested within one school year. Unclaimed funds will then become the property of the District Food Service Program.

Adoption Date