

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

LEVITTOWN UNION FREE SCHOOL DISTRICT • TOWN OF HEMPSTEAD • LEVITTOWN, NEW YORK
www.levittownschoools.com

ORGANIZATIONAL MEETING

LEVITTOWN MEMORIAL EDUCATION CENTER
Monday, July 6, 2020

6:30 PM Meeting convenes with anticipated adjournment to Executive Session
7:30 PM Meeting reconvenes with Organizational Meeting

Success for Every Student

The Board of Education of Levittown Public Schools will hold a meeting on July 6, 2020 at 6:30 p.m. As authorized by Executive Order No. 202.1, signed by Governor Andrew M. Cuomo on March 12, 2020, the meeting will be held remotely by videoconference and the public will not be permitted to attend the meeting in-person.

NOTICE

Copies of the agenda are available to the residents of the district at the office of the Board of Education, Levittown Memorial Education Center, 150 Abbey Lane, Levittown, three days prior to the meeting date. Copies of agendas are also available on the district website and at the Levittown Public Library. Tapes of meetings are available at the Levittown Public Library. The official record of meetings is reflected in the Official Minutes.

Anyone requiring a sign language interpreter for this meeting should notify the District Clerk at 434-7002, at least five (5) days before the meeting.

The Levittown Public School District is committed to providing both equal educational opportunity for all students, and equal employment opportunity for all persons consistent with law.

I. CALL TO ORDER

CALL TO ORDER

Recommended Motion: "BE IT RESOLVED, that the Levittown Board of Education does, hereby, move to Executive Session for the purpose of seeking legal advice from the Board's Attorney."

II. RECONVENE TO PUBLIC SESSION

- A. Pledge of Allegiance
- B. Moment of Silence

III. PUBLIC PORTION

- 1. Appointment of District Clerk Enclosure

_____ moved that Elizabeth Appelbaum be appointed for the position of District Clerk for the 2020-21 school year as per the attached employment agreement.

- 2. Election of President of Board of Education
_____ nominated _____ for the position of President of the Board of Education.

- 3. Election of Vice-President of Board of Education
_____ nominated _____ for the position of Vice President of the Board of Education.

- 4. Administration of Oath
Administration of Oath to new Board Members and Superintendent.

- 5. Appointment of Purchasing Agent
_____ moved that Bonnie Pampinella be appointed to the position of Purchasing Agent for the 2020-2021 school year; and in her absence, Dr. Christopher Dillon at no additional salary.

- 6. Appointment of Attorney Enclosure
_____ moved that Lamb & Barnosky, LLP be appointed as Attorney for regular school business.

- 7. Appointment of Bond Counsel Enclosure
_____ moved that Hawkins, Delafield and Wood, LLP be appointed as Bond Counsel for the Levittown Public Schools.

- 8. Appointment of District Architect Enclosure
_____ moved that John A. Grillo, Architect, PC is hereby appointed the Architect of Record for the school year 2020-2021, to render such services as determined by the district, with compensation as described as attached.

9. Appointment of Fiscal Advisor

Enclosure

_____ moved that Capital Markets Advisors, LLC be appointed as fiscal advisors with regard to bond issues for the Levittown Public Schools.

10. Appointment of Insurance Broker of Record

_____ moved that NYSIR be appointed as Insurance Broker of Record for the 2020-2021 school year.

11. Appointment of Internal Auditor

Enclosure

_____ moved that Cullen and Danowski LLP be appointed Internal Auditor for the school year 2020-2021 to render such services as determined by the Business Office, with compensation provided in the submitted RFP, said payment to be inclusive of disbursements and/or expenses and that the President of the Board of Education is authorized to sign the attached agreement with Cullen and Danowski, LLP.

12. Appointment of External Auditor

Enclosure

_____ moved that R. S. Abrams be appointed External Auditor for the 2020-2021 school year to render such services as determined by the Business Office, with compensation provided in the submitted RFP, said payment to be inclusive of disbursements and/or expenses and that the President of the Board of Education and the Assistant Superintendent of Business is authorized to sign the attached agreement with R. S. Abrams.

13. Appointment of Claims Auditor

Enclosure

_____ moved that Nawrocki Smith be appointed Claims Auditor for the school year 2020-2021, to render such services as determined by the job specifications filed in the Business Office, with compensation as provided in the submitted RFP, said payment to be inclusive of disbursements and/or expenses and that the Board of Education President is authorized to sign the attached contract with Nawrocki Smith."

14. Appointment of Treasurer

_____ moved that Linda Dolecek be appointed for the position of Treasurer, at no additional salary, with the amount of bond fixed at \$1,000,000.

15. Appointment of Assistant Treasurer

_____ moved that Ping-Yann Chou be appointed to the position of Assistant Treasurer at no additional salary, with the amount of bond fixed at \$1,000,000.

16. Appointment of Central Treasurers for Extraclassroom Activity Funds

Recommended Motion: "The following be appointed as Central Treasurers for the Extraclassroom Activity Funds for their assigned schools for the 2020-2021 school year.

- Alice LoGiudice Division Avenue
- Diana Benevento MacArthur

- Colleen Eck Jonas Salk
- Janice Friedman Wisdom Lane"

17. Appointment of Medical Inspector

Enclosure

_____ moved that Dr. Suanne Kowal-Connelly be appointed as Medical Inspector at a contractual rate of \$20,000.00 per year.

18. Appointment of Agent for District Clerk

Recommended Motion: "RESOLVED, the Board of Education hereby designates the secretary to the superintendent of schools as the acting district clerk to act in the absence of the district clerk or at such times when the district clerk is unable to act."

19. Appointment of Medical Review Officer

_____ moved that Partners in Safety to be appointed as the Medical Review Officer for the district for the 2020-2021 school year to provide drug/alcohol tests as needed.

20. Appointment of 403(b) and 457 Retirement Savings Plan Providers

_____ moved that Aspire Financial Services, AXA Advisors, AXA Equitable Life Insurance Company, Voya Opportunity Plus, Legend Group/ADSERV, Lincoln Investment Planning, Mass Mutual-Panorama, Metlife, Mutual Inc. Financial Services, Oppenheimer Shareholder Services, and New York State Deferred Compensation as official retirement savings plan providers.

21. Appointment of Third Party Administrator for 403(b) and 457 Retirement Plan Providers

Enclosure

_____ moved that OMNI is appointed as third party administrator for 403(b) and 457 Retirement Savings Plan Providers.

22. Appointment of Third Party Administrator for Workers' Compensation

Enclosure

_____ moved that Wright Risk Management, LLC is appointed as third party administrator for Worker's Compensation for the 2020-2021 school year as per attached proposal.

23. Appointment of Surrogate Parent

Recommended Motion: "WHEREAS the Commissioner's Regulation Part 200, subchapter P, requires each local Board of Education to annually appoint surrogate parents who will represent the interests of a student with a disability whose parents are either unknown or unable to provide such representation at Committee on Special Education (CSE) meetings and/or hearings; and

WHEREAS, the Levittown CSE has carefully canvassed those persons who have demonstrated a willingness to serve in such capacity,

NOW, THEREFORE, BE IT RESOLVED, that Karen Buttner, 57 Barbara Lane, Levittown be appointed as a surrogate parent for the 2020-2021 school year."

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

Recommended Motion: “RESOLVED, that the Levittown Board of Education appoint the three parent members: Karen Buttner, Dawn Santorufo and/or Krista Taormina, all chairpersons, psychologists and special and regular education teachers of special education students as well as Dr. Susan Farber, Dawn Wang, Dr. Sean Haggerty, Milton Josephs, Rocco Ognibene, Richard Cirillo, Stephanie Adonna, Julia Joshuakutty, Dr. Margaret Ippolito, and Edel McCarville to serve on the District Committee on Special Education and the Committee on Preschool Special Education for the 2020-2021 school year.”

25. Appointment of Impartial Hearing Officers

Recommended Motion: “WHEREAS, the Commissioner’s Regulation Section 200.5, requires each local Board of Education to annually appoint impartial hearing officers in the event of an appeal of a CSE action by a parent of a student with a disability, or a student with a disability over the age of 18,

NOW, THEREFORE, BE IT RESOLVED, that the Levittown Board of Education does, hereby, appoint all impartial hearing officers from the district-specific Nassau County list of Impartial Hearing Officers as maintained by the Impartial Hearing Reporting System for the 2020-2021 school year; and authorizes the President of the Board of Education to appoint Impartial Hearing Officers from the above mentioned list on a rotational basis.”

26. Appointment of Section 504 Coordinator

_____ moved that Julia Joshuakutty be appointed as Section 504 Coordinator for Levittown Public Schools.

27. Appointment of Committee on Safety

Recommended Motion: “RESOLVED, that the Levittown Board of Education appoint members as follows: School Board Member, Michael Pappas; Teacher Representative, Gayle Glicksman; Administrator, Debbie Rifkin; Parent/Teacher Organizations Member, Margaret Costa; School Safety Personnel, Brian McDonough; and School District Chief Emergency Officer Designee, Christopher Milano to serve on the District Committee on Safety for the 2020-2021 school year.”

28. Appointment of School Pesticide Representative

_____ moved that Christopher Milano be appointed as School Pesticide Representative for Levittown Public Schools.

29. Appointment of Asbestos Hazard Emergency Response Act Designee

_____ moved that Christopher Milano be appointed as Asbestos Hazard Emergency Response Act (AHERA) designee for Levittown Public Schools.

30. Appointment of Chemical Hygiene Committee

_____ moved that Paul Ryan (MacArthur High School), Jennifer Appleton (Salk Middle School), Meghan Olsen (Wisdom Lane Middle School), and Sarah Labonte (Division Avenue High School) be appointed as Chemical Hygiene Committee for Levittown Public Schools.

31. Appointment of Dignity for All Students Act (DASA) Coordinators

_____ moved that Debbie Rifkin, George Maurer, Frank Mortillaro, Jordan Margolis, Jared Vanderbeck, Jamie Anspach, Keith Squillacioti, John Zampaglione, John Avena, John Coscia, Frank Creter and Joseph Sheehan be appointed as Dignity for All Students Act (DASA) Coordinators for Levittown Public Schools.

32. Appointment of Records Officer

_____ moved that Debbie Rifkin be appointed as Records Officer for Levittown Public Schools.

33. Appointment of Records Appeals Officer

_____ moved that Dr. Tonie McDonald be appointed as Records Appeals Officer for Levittown Public Schools.

34. Appointment of Residency Officer

_____ moved that Debbie Rifkin be appointed as Residency Officer for Levittown Public Schools.

35. Appointment of Homeless Liaison

_____ moved that Milton Josephs be appointed as Homeless Liaison for Levittown Public Schools.

36. Appointment of District Attendance Officer

_____ moved that Debbie Rifkin be appointed as Attendance Officer for Levittown Public Schools.

37. Appointment of Prevailing Wage Designee

_____ moved that Christopher Milano be appointed as Prevailing Wage Designee for Levittown Public Schools.

38. Appointment of Title IX Coordinators

_____ moved that Debbie Rifkin and Christopher Dillon be appointed the Title IX Coordinators for the Levittown Public Schools for the 2020-2021 school year.

39. Appointment of Data Privacy Officer

_____ moved that Todd Winch be appointed as Data Privacy Officer for Levittown Public Schools.

40. Authorization of Grants

Recommended Motion: "RESOLVED, that the Superintendent of Schools is authorized to sign all applications and claims relating to Federal and State Grant applications."

41. Annual Professional Perform Review - Principal Lead Evaluators

Recommended Motion: "RESOLVED that in accordance with Education Law 3012-d and the Commissioner's Regulations, Tonie McDonald, Debbie Rifkin, and Todd Winch are approved as certified Principal Lead Evaluators."

42. Annual Professional Perform Review - Teacher Lead Evaluators

Recommended Motion: "RESOLVED that in accordance with Education Law 3012-d and the Commissioner's Regulations, Joseph Sheehan, John Coscia, John Zampaglione, John Avena, George Maurer, Jordan Margolis, Jared Vanderbeck, Jami Anspach, Frank Mortillaro, and Keith Squillacioti are approved as certified Teacher Lead Evaluators."

43. Teachers' Center Policy Board Liaison

"BE IT RESOLVED, that _____ be appointed as a representative of the Levittown Board of Education to the Levittown Teachers' Center Policy Board for the 2020-2021 school year."

44. Readoption of Board of Education Policies

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, re-adopt all existing policies without changes. These policies need Board of Education review every year."

45. Professional Development Plan

Enclosure

Recommended Motion: "WHEREAS, in compliance with the Commissioner's Regulations 100.2(dd), the Board of Education adopts a Professional Development Plan annually and subsequently addendums thereto; and

WHEREAS there are no changes to the plan;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education does, hereby, adopt the attached revised 2019-2021 Professional Development Plan."

46. Nassau School District Cooperative RFP-Special Education

Enclosure

Recommended Motion: "RESOLVED, it is hereby resolved that the 2020 Nassau School District Cooperative RFP for Special Education Services is awarded in accordance with the Dropbox Link on File (attached)."

47. District Code of Conduct

Enclosure

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached Code of Conduct for the 2020-2021 school year."

48. Audit Committee

Recommended Motion: "RESOLVED that the Levittown Board of Education as a whole shall, heretofore, constitute the Audit Committee."

49. nVision Permissions

Recommended Motion: "RESOLVED, that the Director of Computer and Media Services is, hereby, designated to be the District individual responsible for adding new users in nVision, and the Assistant to the Superintendent for Administration or the Treasurer with the approval of the Assistant Superintendent for Business and Finance, is responsible for assigning nVision permissions and privileges."

50. Petty Cash Accounts

Recommended Motion: "BE IT RESOLVED, that the Levittown Board of Education does, hereby, appoint the following as treasurers for a petty cash fund in the amount of \$100 for the 2020-2021 school year:

- Dr. Tonie McDonald, Superintendent of Schools
- Todd Winch, Assistant Superintendent for Instruction
- Debbie Rifkin, Assistant Superintendent for Human Resources
- Dr. Christopher Dillon, Assistant Superintendent for Business and Finance
- Dr. Susan Farber, Director, Pupil Services
- Todd Connell, Director, Computer Department
- J. Keith Snyder, Director, Health, Physical Education and Athletics
- Dajuana Reeves, Supervisor, Transportation Department
- Christopher Milano, Supervisor, Buildings and Grounds
- Dr. George Maurer, Principal, Abbey Lane School
- Jordan Margolis, Principal, East Broadway School
- Dr. Jared Vanderbeck, Principal, Gardiners Avenue School
- Jami Anspach, Principal, Lee Road School
- Frank Mortillaro, Principal, Northside School
- Keith Squillacioti, Principal, Summit Lane School
- John Zampaglione, Principal, Jonas Salk Middle School
- John Avena, Principal, Wisdom Lane Middle School
- John Coscia, Principal, Division Avenue High School
- Joseph Sheehan, Principal, MacArthur High School"

51. Mileage Compensation

_____ moved that the mileage compensation rate for employee use of personal cars in the conduct of District business be approved at the current IRS prevailing rate per mile and remaining in effect for the 2020-2021 school year.

52. Purchasing Policy and Procedures Manual Enclosure
Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the attached 'Purchasing Policy & Procedures Manual for the 2020-2021 school year.'"

53. Authorization to sell RANS, TANS, BANS
Recommended motion: "RESOLVED, that the President of the Board of Education, subject to the provisions of local finance law, is delegated the power to authorize the issuance and to sell RANS, TANS and BANS including renewals thereof, in anticipation of the collection of revenues for the fiscal year."

54. Authorization to Approve Conference Requests
Recommended Motion: "RESOLVED, that the Assistant Superintendent for Instruction be authorized to approve conference attendance requests with approved expenses as permitted by Section 77-6 of the General Municipal Law."

55. Certifier of Payrolls
Recommended motion: "RESOLVED, that the Superintendent of Schools or her designee are authorized to certify payrolls of the district."

56. Certifier of Payrolls - Civil Service Report
Recommended motion: "RESOLVED, that the President of the Board of Education is authorized as Certifier of Payrolls for the Annual Civil Service Report."

57. Designation of Alternate to Sign Checks
_____ moved that the President of the Board of Education be designated to sign checks in the absence of the Treasurer and the Assistant Treasurer.

58. Designation of Depositories
_____ moved that the following institutions be designated as official depositories:

- JP Morgan Chase Bank, N.A.
- HSBC Bank USA, N.A.
- Astoria Bank
- Citibank
- New York Community Bancorp
- First National Bank of Long Island

- Flushing Bank
- Bank of America

59. Designation of Newspaper

_____ moved that at the discretion of the Board of Education and the Superintendent, that the Levittown Tribune and the Long Island Herald be designated as the newspapers for the district for the 2020-2021 school year.

60. Dance Program Tuition

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the following Dance Program tuition for the 2020 - 2021 school year representing no increase from the prior year:

- Dance classes: \$180 per class/per year
 Gymnastics classes \$200 per class/per year."

61. Driver Education Tuition

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the Driver Education tuition of \$495 for the 2020-2021 school year representing no increase from the prior year."

62. Summer Music Tuition

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the Summer Music tuition of \$105 for the 2019-20 school year representing no increase from the prior year."

63. School Lunch Prices

Recommended Motion: "RESOLVED, that the Levittown Board of Education does, hereby, approve the following school lunch prices for the 2020-2021 school year representing no increase to cost as follows:

- Elementary (Grades K - 5) \$2.55
 Secondary (Grades 6 - 12) \$2.80

64. Employee Salaries Not Covered by Collective Bargaining

_____ moved that the salaries for the following employees not covered by a collective bargaining agreement be set as follows for the 2020-2021 school year.

Election Workers - Chairperson/Inspector		\$13.00/hr.
Election Workers		\$12.00/hr.
Substitute Teacher		\$110/day
Substitute Nurse		\$18.69/hr.
Substitute Teacher Aides/Monitor		\$13.00/hr.

Substitute Clerical		\$13.14/hr.
Substitute Cleaner		\$13.14/hr.
Substitute Security		\$14.30/hr.
LAP/LAMP Teachers		\$40.59/hr.
Extra Period - Chairs		\$45.78/period

Dance Program:

Trainee	Trainee level employee	\$13.00/hr.
Level 1	New employees w/full class, minimum experience	\$13.51/hr.
Level 2	2 nd year teaching and/or minimum experience	\$16.77/hr.
Level 3	3-4 years in program and/or intermediate level experience	\$17.89/hr.
Level 4	More than 4 years in program and/or experienced	\$22.41/hr.
Level 5	More than 20 years in program and/or master teacher w/advanced training	\$25.79/hr.
Level 6	More than 20 yrs. In program and/or master teacher w/advanced training	\$28.79/hr.
Gymnastics	Coordinator - level 1 - experienced personnel	\$37.66/hr.
Gymnastics	Coordinator - level 2 - with limited experience	\$25.79/hr.

Recital Pay:

Except where noted, recital pay is based on 3 days of work (dress rehearsal and 2 performances)

Director	\$1,100
Stage Manager	\$1,000
Assistant Stage Manager	\$950
Artwork, Program Cover	\$275
Artwork, Stage Scenery	\$250
Program/Brochure Layout	\$190
Recording Music	\$225
Stage Crew, Level 1	\$210
Stage Crew, Level 2	\$230
Stage Crew, Level 3	\$250
Stage Assistant - Dressing Room Monitors	\$325
Stage Assistant - Gathering/Holding Room Monitors	\$325
Stage Assistant - Hairdresser	\$325
Stage Assistant - Hall Monitors	\$325
Stage Assistant - Runners	\$325
Stage Assistant - Station Monitors	\$325
Ushers	\$325
Security (2 days)	\$425
Dance Faculty - Level 1 (1-2 classes in recital)	\$325
Dance Faculty - Level 2 (3 classes in recital)	\$400
Dance Faculty - Level 3 (4 classes in recital)	\$475

Dance Faculty - Level 4 (5 classes in recital)	\$625
Dance Faculty - Level 5 (5 classes in recital & additional responsibilities)	\$775

IV. MOTION TO ADJOURN TO BUSINESS MEETING

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to (a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the au of District payments). Thank You.

Vendor Name: Lamb & Barnosky

Date(s) of Service: 2020-2021 SCHOOL YEAR

Description of Services: Attorneys-Retainer as General and Labor Counsel

Rate for Services: \$80,000.00 Retainer
\$270.00 Work performed outside of retainer
\$150.00 hourly rate for legal asst.

Annual Estimate Cost at time of approval: \$

Prior Year Rate for Services: \$80,000 \$265.00 \$150.00

Administrator Requesting: Chris Dillon

Is the contract signed by the other party: Yes No
Is the contract dated by the other party: Yes No
Are there any attachments? Yes No

Budget Code (on purchase order): A14204000000000-A14204100000000
Purchase order #

Routing:

- 1. Department Administrator
2. Attorney Review
3. Business Office Review
4. Board of Education Meeting JULY 2020

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: Lamb and Barnosky 2020_2021 (3776 : Appointment of Attorney)



534 BROADHOLLOW ROAD, SUITE 210
PO BOX 9034
MELVILLE, NY 11747-9034
(631) 694.2300 • FAX: (631) 694.2309

SERVICE BY FAX, EMAIL OR OTHER FORMS OF
ELECTRONIC COMMUNICATION NOT ACCEPTED

RICHARD K. ZUCKERMAN
PARTNER

DIRECT DIAL: (631) 414.5808
DIRECT FAX: (631) 454.3846
RKZ@LAMBBARNOSKY.COM

May 22, 2020

BY EMAIL

Board of Education
Levittown Union Free School District
150 Abbey Lane
Levittown, New York 11756

Re: Retainer as General and Labor Counsel for the 2020-2021 School Year

Dear Board Members:

Thank you for continuing to engage the services of Lamb & Barnosky, LLP for the 2020-2021 school year, and through June 30, 2021 pursuant to RFP No. LPS-16-001. In accordance with the March 8, 2016 proposal that we submitted in response to the RFP, we will continue our engagement as both General Counsel and Labor Counsel upon the terms set forth in Exhibit F to that proposal, namely:

Annual Retainer: 2020/2021: \$80,000
Hourly rate for attorney's work performed outside of retainer: 2020/2021: \$270
Hourly rate for paralegals, legal interns and law clerks for work performed outside of the retainer: 2020/2021: \$150

Once again, thank you for engaging Lamb & Barnosky, LLP. Bob and I are very much looking forward to continuing to work with all of you.

Very truly yours,

Richard K. Zuckerman

RKZ/z

AGREED:

Board of Education
Levittown Union Free School District

By: _____
Peggy Marengi, President

Dated: _____

cc: Dr. Tonie McDonald, Superintendent of Schools (via email)
Dr. Chris Dillon, Assistant Superintendent for Business (via email)

Attachment: Lamb and Barnosky 2020_2021 (3776 : Appointment of Attorney)

Steiger, Jill

From: Richard K. Zuckerman <RKZ@LambBarnosky.com>
Sent: Thursday, May 21, 2020 5:42 PM
To: Steiger, Jill
Cc: McDonald, Dr. Tonie; Dillon, Christopher, Dr.; Cohen, Robert; Michelle DuFlon
Subject: L&B Retainer Agreement
Attachments: lewittown retainer letter 2020_2021 partially executed 5_21_20.PDF

Hello Jill,

As a follow up to your email to Bob, here is the retainer letter for the 2020-2021 school year.

Take care.

Rich

Richard K. Zuckerman, Esq.
 Lamb & Barnosky, LLP
 534 Broadhollow Road, Suite 210
 P.O. Box 9034
 Melville, NY 11747-9034
 Direct Phone: (631) 414-5808
 Main Phone: (631) 694-2300
 Direct Fax: (631) 454-3846
 Main Fax: (631) 694-2309
 E-mail: rkz@lambbarnosky.com
www.lambbarnosky.com



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Levittown Public Schools

CONTRACT REQUEST FORM

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Vendor Name: Hawkins Delfield & Wood

Date(s) of Service: 2020-2021 SCHOOL YEAR

Description of Services: Services for Bond Counsel

Rate for Services: SEE ATTACHED
Annual Estimate Cost at time of approval: \$


Prior Year Rate for Services:

Administrator Requesting: Chris Dillon

Is the contract signed by the other party: Yes No
Is the contract dated by the other party: Yes No
Are there any attachments? Yes No

Budget Code (on purchase order): A1310400000000
Purchase order #

Routing:

- 1. Department Administrator _____
- 2. Attorney Review _____
- 3. Business Office Review _____ 
- 4. Board of Education Meeting JULY 2020

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: Hawkins Delfield Wood 2020_2021 (3777 : Appointment of Bond Counsel)



PHONE: 212-820-9300
FAX: 212-820-9668

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR

(212) 820-9406

May 20, 2020

Levittown Union Free School District, New York
Bond Counsel Letter of Engagement for 2020-2021 Fiscal Year

Dr. Christopher Dillon
Assistant Superintendent for Business and Finance
Levittown Union Free School District
Levittown Memorial Education Center
150 Abbey Lane
Levittown NY 11756

Dear Chris:

via email: cdillon@levittownschoools.org

BOND COUNSEL LETTER OF ENGAGEMENT FOR 2020-2021

This is a Letter of Engagement to retain our services as bond counsel to the Levittown Union Free School District, in the County of Nassau, New York (the "School District") for the school year commencing **July 1, 2020** and ending **June 30, 2021**, in relation to (i) a capital project that may be submitted to the voters of the School District during the **2020-2021** school year, and (ii) the issuance of the School District's tax anticipation notes for **2020-2021**. Accordingly, I have assembled information about our services and the fees associated therewith, and it is set forth below. Should any other School District financing requirements arise during the **2020-2021** fiscal year, we will supplement this letter.

SERVICES: Our primary responsibility as Bond Counsel is to render an opinion in connection with each issue of obligations by the School District, which expresses our belief (i) that the obligations have been properly authorized and issued and are valid, (ii) that the essential sources of security for the obligations have been legally provided for and (iii) that interest on the obligations is exempt from federal income taxation. A significant emphasis in discharging these responsibilities is the preparation of a record sufficient to enable us to render our opinion. However, in the process of reaching the point at which we have prepared such a record, we are called upon to perform a number of related functions, which may include the following:

- (1) Participation in conferences and telephone discussions with representatives of the School District regarding the School District's capital financing program and requirements;

Attachment: Hawkins Delfield Wood 2020_2021 (3777 : Appointment of Bond Counsel)

- (2) General advice in connection with the School District's compliance with the State Environmental Quality Review Act ("SEQRA");
- (3) Preparation and delivery of a bond issue time-table/calendar letter, if requested, for use by the Administration and Board of Education;
- (4) Preparation of all finance authorization documents relating to the bond referendum;
- (5) Review of affidavits of newspaper publishers with respect to the publication of the official notices of election;
- (6) Review of election documents and procedures including:
 - (a) Review of Resolution appointing officers to act at the Annual or Special District Meeting,
 - (b) Review of oaths of Inspectors of Election, and
 - (c) Review of Certificate of Inspectors of Election, and certificate of canvass of the vote;
- (7) Preparation of the bond resolution to be adopted by the Board of Education after a successful referendum;
- (8) Review of affidavits of newspaper publishers with respect to the publication of the bond resolution;
- (9) Preparation and review of architect's affidavit(s), if needed;
- (10) Participation in conferences and telephone conversations, if needed, with representatives of the School District and State Department of Education Office of Facilities Planning officials with respect to final plan and specifications approval procedures and status;
- (11) Participation in conferences and telephone conversations, if needed, with representatives of the School District, the School District's financial advisor and State Department of Education Office of State Aid with respect to state aid questions;
- (12) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations;
- (13) Participation with the School District and its financial advisors in scheduling and structuring each bond and note financing;
- (14) Assistance in drafting and review of agreements, forms and underlying documentation relating to the financing;

- (15) Assistance in the preparation of the official statement used in the public offering of the School District's bonds and notes;
- (16) Review of maturity schedules and official statements prepared by the School District's financial advisor, including:
 - (a) Review of each proposed maturity schedule for each bond issue to verify compliance with legal requirements,
 - (b) Review of the final maturity for each bond issue to verify compliance with legal requirements (i.e. amount of annual installments and adherence to the appropriate period of probable usefulness pursuant to the Local Finance Law),
 - (c) Review and modification of, where appropriate, the description of constitutional and statutory requirements and procedures as described in each official statement,
 - (d) Review of the overall content of each official statement, and
 - (e) Participation in telephone conversations with representatives of the School District with respect to any pending litigation which may need to be disclosed in the official statement;
- (17) Preparation and drafting of the Certificate of Determination to be executed by the President of the Board of Education as the chief fiscal officer of the School District, which document authorizes the sale of each issue of bonds or notes, describes and sets forth the terms, forms and details thereof, and makes provision for the School District's continuing disclosure obligations under applicable federal securities laws and/or regulations;
- (18) Preparation and drafting of the legal Notice of Sale to be circulated to the investment community in connection with sale of bonds;
- (19) Preparation and drafting of the cost-effective short version "Summary" legal Notice of Sale, to be published in the School District's official newspaper and "*The Bond Buyer*;"
- (20) Preparation of the form of the bond for each bond sale;
- (21) Preparation of the draft opinion for each bond sale, and the furnishing of same to the credit rating agencies and bond insurance companies, as requested;
- (22) Preparation of all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;
- (23) Review of the draft preliminary official statement;
- (24) Assistance, upon request, in the negotiation of contracts and other matters related to the bond and note offering and rendering of additional opinions as to specific matters;

- (25) Consultation with the School District, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;
- (26) Review of the debt statement prepared by the School District with the assistance of the financial advisor and filed with the State Comptroller prior to the sale of each bond issue;
- (27) Administrative coordination of meetings and sale arrangements, including attendance at and supervision of all bond and note sales conducted in our offices;
- (28) Preparation, drafting and review of closing papers including:
 - (a) Certificate of Award of the President of the Board of Education,
 - (b) Closing Certificates,
 - (c) School Attorney's Certificate,
 - (d) Certificate of Delivery and Payment,
 - (e) Tax Certificate, and
 - (f) Certificate with Respect to the Official Statement;
- (29) Attending to all necessary Internal Revenue Service issue-reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;
- (30) Review of municipal bond insurance policy and related documents provided by bond insurer, in the event a bond issue is insured;
- (31) Delivery of securities to The Depository Trust Company in New Jersey to be held in escrow until the closing;
- (32) Preparation of formal and reliance opinions, as well as requested transcripts of proceedings, for delivery to the bond insurer for every bond issue which is insured;
- (33) Administrative coordination of bond and note closings with School District, financial advisor, underwriter and the Depository Trust Company;
- (34) Rendering of our final approving legal opinion with respect to each financing;
- (35) Continuous and unlimited communication with the School District throughout the course of each financial transaction; and
- (36) Availability at all times of our skilled and caring team of professionals to assist with any questions or concerns relating directly or indirectly to the transaction.

The scope of our services as Bond Counsel to the School District would also include advice and counsel regarding applicable law and review of financial and debt statements.

In addition, we will assemble a complete record of proceedings to which we would refer when rendering our written opinions that any obligations proposed to be issued by the School District are valid and legally binding, and we will provide advice, including consultations with representatives of the School District and any others who may be involved in the various aspects of the financing. We will prepare all relevant proceedings for action by the Board of Education to authorize the issuance of School District obligations, and we will prepare documentation for the sale and delivery of the School District's bonds and notes, as required.

* * * *

FEES. We propose the following schedule of fees to pertain to the submission of a capital improvement program/bond issue to the voters of the School District during the 2020-2021 fiscal year, and the issuance of tax anticipation notes for 2020-2021.

(i) Capital Project

Authorization: We propose to charge a "*bond authorization fee*" of not to exceed \$7,500 for the preparation of all requisite resolutions and legal notices pertaining to the submission of one or more propositions at an Annual or Special District Meeting and the subsequent authorization of financing. Said fee would include customary and usual advice and consultation concerning all pre-referendum scheduling and related matters and preparation of all legal proceedings prerequisite to actual borrowing, all as more particularly described above. In the unfortunate event any proposition(s) for capital projects is unsuccessful at referendum, we would charge a fair and reasonable portion of the "*bond authorization fee*" for services provided through the date of the defeated proposition(s).

Serial Bonds: In connection with the sale of serial bonds, including the preparation of documentation, including the public sale authorization and the legal notice of sale, and for review of the official statement prepared in connection with the public offering of School District securities, we will charge a "*bond sale fee*" of \$5,750, plus a "*per bond fee*" based on the amount of bonds sold *at any one time*, calculated at the rate of \$1.25 per \$1,000 principal amount of bonds sold up to \$15 million, \$1.00 per \$1,000 principal amount of bonds sold in excess of \$15,000,000 and up to \$30,000,000, and 75¢ per \$1,000 principal amount of bonds sold in excess of \$30,000,000. Said fee will include bond referendum scheduling information, advice and consultation, and all other usual and customary services expected to be rendered in connection with the sale of serial bonds of the School District.

Bond Anticipation Notes: In the event bond anticipation notes are issued to provide temporary financing, and whether or not serial bonds are ultimately issued, a fee of \$750 will apply to bond anticipation notes in amounts of \$1,000,000 or less, sold through an informal negotiation process and not requiring an official statement. In the alternative, for any bond anticipation notes which are sold pursuant to customary formal public sale procedures, which may require the preparation and circularization of an Official Statement and a Notice of Sale, and corresponding additional documentation and service provided by Bond Counsel, we will charge

a “*note sale fee*” of \$3,500 plus a “*per note fee*” based upon the dollar amount of bond anticipation notes sold *at any one time*, calculated at the rate of 75¢ per \$1,000 principal amount of notes sold up to \$15,000,000, 50¢ per \$1,000 principal amount of notes sold in excess of \$15,000,000 and up to \$30,000,000, and 25¢ per \$1,000 principal amount of notes in excess of \$30,000,000. Said fees will include all usual and customary services expected to be rendered in connection with the sale of bond anticipation notes of the School District.

Related Disbursements: The foregoing fees do not include our out-of-pocket disbursements, such as duplicating, FedEx and other delivery service charges, postage, preparation and filing of IRS 8038 Reporting Forms (\$125 for notes and \$250 for bonds), word-processing, and preparation of book-entry securities, the aggregate amount of which is usually nominal, but not subject to precise statement in advance.

We charge \$325 for the initial book-entry instrument for each bond issue (\$225 for the initial instrument for each note issue), and \$25 for each additional bond instrument and note instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in escrow pending a closing. All services provided by outside vendors (express delivery and messenger service) are billed at actual cost to the firm. We charge \$100 per instrument for note instruments prepared in other than book-entry format.

(ii) Tax Anticipation Notes

Supplementing the general outline of services we provide, as described above, the following specific services will be provided for the authorization and sale of tax anticipation and/or revenue anticipation notes:

- (1) participation in telephone conferences and discussions with representatives of the School District regarding the School District’s cash-flow financing requirements, including “sizing” the issue within the limitations of applicable federal and state law; and
- (2) drafting of basic authorizing documents for the Board of Education relating to the financing, including the resolution authorizing the issuance of tax anticipation notes and proceedings with respect to the sale of the tax anticipation and/or revenue anticipation notes; as well as all telephone discussions with the School District and its representatives, including its financial advisor, preparation or review of the tax anticipation and/or revenue anticipation note authorizing resolution(s), and all related closing documents, review of the District’s cash-flow schedules and assistance in the preparation of and review of its Official Statement, advice and consultation concerning the foregoing and related matters, preparation and filing of the necessary Internal Revenue Service reporting form, and our final approving legal opinion for delivery to the purchasers of the tax anticipation and/or revenue anticipation notes.

Our fees for approval of tax anticipation notes, which include customary and usual advice and consultation, and preparation of all legal proceedings prerequisite to actual borrowing, all as more particularly described above, are computed pursuant to the following fee schedule:

<u>ISSUE AMOUNT IN DOLLARS</u>	<u>FEE</u>
Issues of \$ 5 million	\$ 6,500
Issues of \$ 6 million	\$ 6,750
Issues of \$ 7 million	\$ 7,000
Issues of \$ 8 million	\$ 7,300
Issues of \$ 9 million	\$ 7,600
Issues of \$10 million	\$ 7,900

Plus \$350 for each additional \$1 million notes up to issues of \$20 million.

The fees for tax anticipation note issues are pro-rated to the exact amount of the issue. For example, the fee for a \$6.5 million issue would be \$6,875, calculated by adding \$6,750 (the fee for a \$6 million issue) and \$125.00 (being ½ of the \$250 incremental fee that would apply to an issue of \$7 million).

Our fees for tax anticipation notes include all of our customary and usual out of pocket expenses except for the costs relating to the preparation of book-entry securities. We charge \$225.00 for the initial book-entry instrument for each tax anticipation note issue, and \$25.00 for each additional instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in escrow pending a closing. We charge \$100.00 per instrument for note instruments prepared in other than book-entry format.

The foregoing services and fees relating to tax anticipation notes will also apply to any revenue anticipation notes issued by the School District.

* * * *

The fees provided herein for serial bonds and bond anticipation notes shall apply to any such bonds and notes issued over a multi-year period, unless and until such fees are modified by mutual consent.

The fees provided herein for tax anticipation notes shall apply to any such notes issued in or on account of the **2020-2021** fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent.

* * * *

The fees described above do not, of course, include the drafting of legislation or the handling of litigation, none of which is necessary or to be anticipated in an ordinary financing; or assistance in responding to SEC initiatives or inquiries, IRS audits, or any related matters.

It is our practice to submit a bill for our services rendered in connection with any issue within ten days following a closing.

* * * *

This agreement is terminable at will on thirty (30) days' notice and the District's responsibility at termination would be to pay only those fees and expenses incurred up to the date of termination.

Should the terms hereof be acceptable, may I kindly ask that the President of the Board of Education acknowledge the acceptance of the terms of our engagement by signing where provided below, and returning a signed copy of this letter to us.

With best wishes, I am

Very truly yours,



Martin A. Geiger

MAG: s

**APPROVED AND ACCEPTED BY
LEVITTOWN UNION FREE SCHOOL DISTRICT, NEW YORK**

By: President of the Board of Education

(printed name)

(signature)

Date: _____

Attachment: Hawkins Delfield Wood 2020_2021 (3777 : Appointment of Bond Counsel)

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must be approved by the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the amount of District payments). Thank You.

Vendor Name: John A. Grillo Architect

Date(s) of Service: 2020-2021 SCHOOL YEAR

Description of Services: Architect for the school district

Rate for Services: 5.0% overall construction fees and hourly wages for additional work will remain the same

Annual Estimate Cost at time of approval: \$

Prior Year Rate for Services: the same

Administrator Requesting: Chris Dillon

Is the contract signed by the other party:	Yes	No
Is the contract dated by the other party:	Yes	No
Are there any attachments?	Yes	No

Budget Code (on purchase order):

Purchase order #

Routing:

- 1. Department Administrator _____
- 2. Attorney Review _____
- 3. Business Office Review *CD*
- 4. Board of Education Meeting JULY 2020

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: John Grillo 2020_2021 (3778 : Appointment of District Architect)



TEL: (631) 476-2161

FAX: (631) 476-9846

May 20, 2020

Dr. Tonie McDonald
 Superintendent of Schools
 Levittown Public Schools
 150 Abbey Lane
 Levittown, NY 11756

Chris

RE: Levittown Public Schools
 2020/2021 Capital Improvement Program
 Owner/Architect Agreement

Dear Dr. McDonald:

Please be advised that our fees, for Architectural Services with Levittown Public Schools for the 2020/2021 Budget Year, will remain at 5.0%. Overall construction fees and hourly wages for additional work will remain the same.

If additional information is required, please don't hesitate to contact our office.

Very truly yours,

John M. Grillo
 Architect

JMG:kw

cc: Dr. C. Dillon

Levittown 2020/2021 O-A Agreement Ltr

Attachment: John Grillo 2020_2021 (3778 : Appointment of District Architect)

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must be approved by the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the amount of District payments). Thank You.

Vendor Name: CMA- Capital Markets Advisors, LLC

Date(s) of Service: 2020-2021 SCHOOL YEAR

Description of Services: Services for Advisory

Rate for Services: For note (BAN/TAN \$6,250.
For Bond issues \$1 per \$1,000 of par amount of bonds issued with a minimum of Fee of \$12,500.00
For continuing disclosure with no prepaid OS within past year \$2,500
Printing estimate \$675.00

Annual Estimate Cost at time of approval: \$

Prior Year Rate for Services:

Administrator Requesting: Chris Dillon

Is the contract signed by the other party: Yes No
Is the contract dated by the other party: Yes No
Are there any attachments? Yes No

Budget Code (on purchase order): A1320400000000

Purchase order #

Routing:

- 1. Department Administrator _____
- 2. Attorney Review _____
- 3. Business Office Review _____ *Chris Dillon*
- 4. Board of Education Meeting JULY 2020

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: Capital Markets 2020_2021 (3779 : Appointment of Fiscal Advisor)

Steiger, Jill

From: Richard Tortora <rtortora@capmark.org>
Sent: Wednesday, May 20, 2020 1:58 PM
To: Steiger, Jill
Cc: Eileen Duggan
Subject: Re: engagement letter
Attachments: Levittown Schools 5.20.20.pdf; ATT00001.htm
Categories: Red Category

Hi Jill:

I hope you, your family and colleagues are safe during this madness.

Attached is an agreement for FY2021. Recognizing the challenges faced by school districts, you will note that we have kept our fees unchanged from last year. If approved, please send me a signed copy at your convenience. Thank you.

Richard

Richard Tortora
President
 Capital Markets Advisors, LLC
 11 Grace Avenue, Suite 308
 Great Neck, New York 11021
 516-487-9815
rtortora@capmark.org

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Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ day of _____, 2020 by and between the Levittown Union Free School District ("District") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Ave., Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by District during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the District in planning, structuring and otherwise completing each Issue to be undertaken by District.
- 1.02 Discuss a plan of financing which will include CMA's analysis and recommendations to the District regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the District and CMA agree should be included in the plan of financing.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the District, including but not limited to: Official Statement, Notice of Sale and Bid Sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations and debt statement.
- 1.04 Upon the request of District, CMA will assist the District in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants, and take such other actions requested by the District to efficiently manage each Issue.
- 1.06 Participate in debt sale, confirm net interest cost calculation and make award recommendation.
- 1.07 Assist the District with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Participate in the closing of the Issue and verify receipt of Issue proceeds.
- 1.09 Provide services for required Continuing Disclosure and Material Event Notice Filing Pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934

The District is obligated to submit to Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system, annually, certain financial information and operating data contained in the pertinent Official Statements under the headings: "Description of the District", "District Indebtedness", "Financial Factors", "Budgetary Procedures", "Litigation", and Appendix B and a copy of the District's audited financial statements for the latest completed fiscal year no later than the 180th day following the end of the fiscal year. The District must continue to submit the aforementioned information as long as it has bonds outstanding or until such time as the

Capital Markets Advisors, LLC

Independent Financial Advisors

District is no longer obligated for such bonds as defined in Rule 15c2-12 of the Securities Exchange Act of 1934. CMA will gather and compile the information and submit it to EMMA at the proscribed time.

In addition, the District is required to report within ten business days of their occurrence, to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), any "material event" as identified by the SEC.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the District as described in sections 1.01 through 1.09 hereof, CMA's fee will be as follows:

For Note (BAN/TAN) issues: \$6,250

For Bond issues: \$1 per \$1,000 of par amount of bonds issued with a minimum fee of \$12,500.

For Continuing Disclosure with no prepared OS within past year: \$2,500*

Printing, web hosting, distribution and miscellaneous expenses: Estimated at \$675

*For Continuing Disclosure as required by SEC Rule 15 c 2-12 inclusive of all required Material Event Filings. These filings will be made in a timely manner by CMA, within the required ten business days following their occurrence, if CMA is notified by the District within seven business days of the occurrence of a Material Event.

- 2.02 District will pay normal issuance costs such as printing, postage, photocopying, bond counsel, rating agency fees and other associated expenses.
- 2.03 Payment of CMA's compensation is due within 14 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be for one (1) year from the date hereof.

Section 4 Disclosure

CMA does not assume the responsibilities of District, nor the responsibilities of the other professionals and vendors representing District, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the District. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the District. Information obtained by CMA, either through its own efforts or provided by the District, included in the financing documents, or otherwise provided to the District, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA.

Section 5 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year:

Capital Markets Advisors, LLC

Independent Financial Advisors

(i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the client. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA's ability to service the District.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 7 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the District or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

Levittown Union Free School District

Richard Tortora

By: _____

Richard Tortora
President

Name: _____

Title: _____

Attachment: Capital Markets 2020_2021 (3779 : Appointment of Fiscal Advisor)

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must be approved by the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in the Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the amount of District payments). Thank You.

Vendor Name: Cullen & Danowski, LLP

Date(s) of Service: 2020-2021 SCHOOL YEAR

Description of Services: Risk Assessment Internal Auditor

Rate for Services: \$10,000.00
Annual Estimate Cost at time of approval: \$

Prior Year Rate for Services:

Administrator Requesting: Chris Dillon

Is the contract signed by the other party: Yes No
Is the contract dated by the other party: Yes No
Are there any attachments? Yes No

Budget Code (on purchase order): A1320400000000
Purchase order #

Routing:

- 1. Department Administrator
2. Attorney Review
3. Business Office Review (with signature)
4. Board of Education Meeting JULY 2020

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: Cullen and Danowski 2020_2021 (3781 : Appointment of Internal Auditor)



CULLEN & DANOWSKI, LLP
CERTIFIED PUBLIC ACCOUNTANTS

JAMES E. DANOWSKI
PETER F. RODRIGUEZ
JILL S. SANDERS
DONALD J. HOFFMANN
CHRISTOPHER V. REINC
ALAN YU

July 1, 2020

Board of Education and Audit Committee
Levittown Union Free School District
Administrative Office
150 Abbey Lane
Levittown, New York 11756

Dear Members of the Board and Audit Committee:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Levittown Union Free School District (District) for the year ending June 30, 2021. We will perform a risk assessment and provide services for the District as follows:

Risk Assessment

We will perform a risk assessment of the District's business operations for the year ending June 30, 2021. Our risk assessment will be in accordance with generally accepted auditing standards and guidelines promulgated by the Department of Audit and Control and Education Department of the State of New York. Our risk assessment will include identification of the District's audit areas together with its policies and procedures, the internal controls currently in effect, as well as those that might otherwise be required or recommended.

We plan to begin our procedures on approximately August 15, 2020, and unless unforeseeable problems are encountered, the engagement should be completed by November 30, 2020.

Report

We will communicate the results of our risk assessment in a formal report. We will identify risks and related controls. We will also suggest ways in which the District might improve its risk management system regarding financial reporting and management controls including the internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

The purpose of these reports is to assist the Audit Committee in improving the process by which the District monitors and manages its risk. However, it is ultimately the District's responsibility to assess the adequacy of its risk management system and any of our suggestions.

C:\Users\kat\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\2R9BS1AH\Engltr IA - RA 20 (Fiscal YE 21).doc

Fee

Our fee for the risk assessment and report thereon will be \$10,000, which is less than the fee quoted in our proposal dated June 27, 2019.

At the conclusion of the engagement, we will require a representation letter from management that, among other things, will confirm management’s responsibility for the operations of the departments reviewed during this engagement in accordance with District policies and procedures.

Testing and Assessment of Selected System(s)

The testing and assessment of selected systems is variable and dependent upon the results of the risk assessment that we will perform in the initial phase of our engagement. The results of the risk assessment will be discussed and reviewed with the Audit Committee so as to arrive at a consensus as to the higher-risk areas that should be subject to testing and further risk assessment procedures. We will determine the extent and timing of these procedures in consultation with the Audit Committee.

Report

We will communicate the results of our internal audit (i.e., testing) in a formal report. As a result, we will suggest ways in which the District might improve its internal controls currently in effect, as well as those that might otherwise be required or recommended. These reports are intended for internal use only and should not be used for any other purpose.

Fees

Estimated time for internal audits and fees will be refined after the preparation of a comprehensive risk analysis, and when the District’s Audit Committee decides on the detailed nature and scope of the assignment. Other factors to be considered include the desired level of coverage of individual school buildings, functions, departments, level of assurance desired (i.e., nature and extent of tests performed), and other discretionary factors.

We will come to an agreement of an estimate with the Audit Committee prior to commencement of the work. Based upon its review of the risk assessment, the Audit Committee will be responsible for the areas to be included in the audit plan. The fee will be based upon the estimated time and the following hourly rate schedule (in effect through June 30, 2022):

Partner	\$ 220
Manager	175
Supervisor	160
Senior	145
Staff	125

Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices will be rendered as work progresses based on hours of work completed and are payable on

Attachment: Cullen and Danowski 2020_2021 (3781 : Appointment of Internal Auditor)

Levittown Union Free School District
Year ending June 30, 2021
Page 3 of 3

presentation. If for any reason we are unable to complete our engagement, we will not issue a report as a result of this engagement.

This agreement may be cancelled by the Board of Education at any time, for any reason. In the event of such cancellation, the Board shall be required to pay for all services provided prior to the date of cancellation.

Don Hoffmann, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We appreciate the opportunity to be of service to the Levittown Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP

For the Firm:



Don Hoffmann

Partner

RESPONSE:

This letter correctly sets forth the understanding of the Levittown Union Free School District.

By: _____

Signature: _____

Title: _____

Date: _____

Attachment: Cullen and Danowski 2020_2021 (3781 : Appointment of Internal Auditor)

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the au of District payments). Thank You.

Vendor Name: R.S. ABRAMS & CO, LLP

Date(s) of Service: 2020-2021 SCHOOL YEAR

Description of Services: Financial Statements

Rate for Services: Will not exceed \$50,100.

Annual Estimate Cost at time of approval: \$

Prior Year Rate for Services: \$49,100.00

Administrator Requesting: Chris Dillon

Is the contract signed by the other party: Yes No
Is the contract dated by the other party: Yes No
Are there any attachments? Yes No

Budget Code (on purchase order): A1320400000000

Purchase order #

Routing:

- 1. Department Administrator
2. Attorney Review
3. Business Office Review
4. Board of Education Meeting JULY 2020

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: R.S. Abrams 2020_2021 (3782 : Appointment of External Auditor)



Robert S. Abrams
(1926-2014)

Marianne E. Van Duyne, CPA
Alexandria M. Battaglia, CPA

May 29, 2020

To the Board of Education and
Dr. Christopher Dillon, Assistant Superintendent of Business and Finance
Levittown Union Free School District
150 Abbey Lane
Levittown, New York 11756

We are pleased to confirm our understanding of the services we are to provide Levittown Union Free School District (the "District") for the fiscal year ended June 30, 2021. We will audit the financial statements of the governmental activities, each major fund, and the fiduciary funds, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the District as of and for the fiscal year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of the District's Proportionate Share of the Net Pension Liability
4. Schedule of District Contributions
5. Schedule of Changes in the District's Total OPEB Liability and Related Ratios

ISLANDIA: 3033 EXPRESS DRIVE NORTH, SUITE 100 • ISLANDIA, NY 11749
WHITE PLAINS: 50 MAIN STREET, SUITE 1000 • WHITE PLAINS, NY 10606
PHONE: (631) 234-4444 • FAX: (631) 234-4234

www.rsabrams.com

Attachment: R.S. Abrams 2020_2021 (3782 : Appointment of External Auditor)

Levittown Union Free School District
 May 29, 2020
 Page 2

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements, or in a separate written report accompanying our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Schedule of Change from Adopted Budget to Final Budget – General Fund and Section 1318 of Real Property Tax Law Limit Calculation
3. Schedule of Project Expenditures – Capital Projects Fund
4. Net Investment in Capital Assets

We will also audit the financial statements of the Extraclassroom Activity Funds as of and for the fiscal year ended June 30, 2021.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in

Levittown Union Free School District
 May 29, 2020
 Page 3

considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Education of Levittown Union Free School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not

Levittown Union Free School District
 May 29, 2020
 Page 4

have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under

Levittown Union Free School District
 May 29, 2020
 Page 5

AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will prepare the schedule of expenditures of federal awards, and related notes of Levittown Union Free School District and prepare the auditee section of the Data Collection Form in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to assisting in the preparation of the financial statements and related notes, and preparing the schedule of expenditures of federal awards, and the auditee section of the Data Collection Form. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2)

Levittown Union Free School District
May 29, 2020
Page 6

following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of

Levittown Union Free School District
May 29, 2020
Page 7

prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly stated in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumption or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Levittown Union Free School District
May 29, 2020
Page 8

You agree to assume all management responsibilities relating to the schedule of expenditures of federal awards and related notes, and the auditee section of the Data Collection Form and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our preparation of the schedule of expenditures of federal awards and related notes, and the auditee section of the Data Collection Form and that you have reviewed and approved the schedule of expenditures of federal awards and related notes, and the auditee section of the Data Collection Form prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of R.S. Abrams & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New York State Education Department or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R.S. Abrams & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Levittown Union Free School District
May 29, 2020
Page 9

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the New York State Education Department or other oversight agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in May 2021 and to issue our reports no later than October 15, 2021. Alexandria Battaglia, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be based on the actual time spent at our standard, hourly rates. Our standard, hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended through the date of termination.

Based on our preliminary estimates, the audit fee for the fiscal year ending June 30, 2021 will not exceed \$50,100. We trust this will assist you with your current budgetary constraints. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You have requested that we provide you with a copy of our most recent external peer review report. Accordingly, our 2017 peer review report accompanies this letter. This report reflects a peer review rating of pass, which is the highest rating for a peer review.

We appreciate the opportunity to be of service to the Levittown Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

R. S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

By: *Alexandra Battaglia, CPA*

Title: Partner

Date: May 29, 2020

Attachment: R.S. Abrams 2020_2021 (3782 : Appointment of External Auditor)

Levittown Union Free School District
May 29, 2020
Page 10

R.S. Abrams & Co., LLP:

This letter correctly sets forth the understanding of Levittown Union Free School District.

Board of Education President: _____

Date: _____

Assistant Superintendent for Business and Finance _____

Date: _____

Attachment: R.S. Abrams 2020_2021 (3782 : Appointment of External Auditor)



Flaherty Salmin LLP Certified Public Accountants
 2300 Buffalo Road, Building 200, Rochester, NY 14624-13
 office 585 279-0120 fax 585 279-0166 www.fs-cpa.com



Report on the Firm's System of Quality Control

To the Partners of R.S. Abrams & Co., LLP
 and the Peer Review Committee of the
 New York State Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP in effect for the year ended March 31, 2017 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. R.S. Abrams & Co., LLP has received a peer review rating of *pass*.

Flaherty Salmin LLP

Rochester, New York
 July 21, 2017

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must be approved by the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the amount of District payments). Thank You.

Vendor Name: NawrockiSmith

Date(s) of Service: 2020-2021 SCHOOL YEAR

Description of Services: Claims Auditor

Rate for Services: \$39,000.00

Annual Estimate Cost at time of approval: \$

Prior Year Rate for Services: \$39,500.00

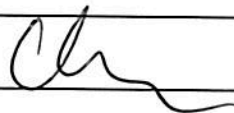
Administrator Requesting: Chris Dillon

Is the contract signed by the other party:	Yes	No
Is the contract dated by the other party:	Yes	No
Are there any attachments?	Yes	No

Budget Code (on purchase order): A1320400000000

Purchase order #

Routing:

- 1. Department Administrator _____
- 2. Attorney Review _____
- 3. Business Office Review _____ 
- 4. Board of Education Meeting JULY 2020

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: Nawrocki_Smith 2020_2021 (3783 : Appointment of Claims Auditor)

Michael E. Nawrocki
Ernest Patrick Smith



CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

Lauren M. Agunzo
John K. Hoffman
Darin V. Iacobelli
David M. Tellier

May 27, 2020

VIA FIRST CLASS MAIL

Mr. Chris Dillon
Levittown Union Free School District
150 Abbey Lane
Levittown, NY 11756

Dear Mr. Dillon:

Enclosed please find two (2) engagement letters in regard to Levittown Union Free School District. After you have signed the letters, please forward one copy to Nawrocki Smith and retain one copy for your records.

If you should have any questions, please contact me at 631-756-9500, extension 229.

Very truly yours,
NAWROCKI SMITH LLP

By: Lauren M. Agunzo, CPA

Enclosure

Attachment: Nawrocki_Smith 2020_2021 (3783 : Appointment of Claims Auditor)

Michael E. Nawrocki
Ernest Patrick Smith



CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

Lauren M. Agunzo
John K. Hoffman
Darin V. Iacobelli
David M. Tellier

May 27, 2020

VIA FIRST CLASS MAIL

Board of Education
Levittown Union Free School District
150 Abbey Lane
Levittown, NY 11756

Dear Board of Education:

We are pleased to confirm our understanding of the terms and conditions of our engagement and the nature and limitations of the services we will provide to the Levittown Union Free School District (the "District") for the fiscal year ended June 30, 2021.

We will apply certain procedures to selected records and transactions of the District for the objective of completing the duties and responsibilities of the Claims Auditor as outlined in the supplement to this letter. The Administration of the District is ultimately responsible for the sufficiency of the procedures to be performed. We will perform this engagement following the standards established by the American Institute of Certified Public Accountants.

The procedures to be performed will not constitute an audit made in accordance with U.S. generally accepted auditing standards and accordingly, we will not express an opinion on any of the items specified in the supplement.

Our engagement will not include a detailed examination of all transactions and cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, we will inform you of any such matters that come to our attention.

We direct your attention to the fact that the Administration has the responsibility for the proper recording of the transactions in the accounting records and for preparation of financial statements in conformity with U.S. generally accepted accounting principles.

Attachment: Nawrocki_Smith 2020_2021 (3783 : Appointment of Claims Auditor)

NAWROCKI SMITH LLP

Page Two

Our annual fee for these services will be \$39,000.

This fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered on a monthly basis and are payable on presentation.

We will be pleased to discuss this letter with you at any time. If the foregoing is in accordance with your understanding, please sign the enclosed copy and return it to us.

We appreciate the opportunity to be of professional service.

Very truly yours,
NAWROCKI SMITH LLP



By: Lauren M. Agunzo, CPA/CFP

RESPONSE:

This letter correctly sets forth the understanding of the School District.

By: _____

Title: _____

Date: _____

Attachment: Nawrocki_Smith 2020_2021 (3783 : Appointment of Claims Auditor)

NAWROCKI SMITH LLP

Page Three

SUPPLEMENT TO ENGAGEMENT LETTER CLAIMS AUDITING SERVICES

(Agreed-Upon Procedures To Be Applied)

Tasks:

The tasks required for the approval of claims shall include:

- (1) Prove mathematical accuracy of all computations; this should include verification of extensions and additions and the recalculation of any discount
- (2) Determine that charges are not a duplication of items already paid
- (3) Comparison of voucher with purchase order
- (4) Determine that voucher is properly itemized and supported by proof of delivery
- (5) Ascertain that all required supporting documentation is attached
- (6) In the event that the district has authorized travel advances under Section 77-b of General Municipal Law, the auditor should review the written requests for advances for proper authorizations
- (7) Determine that the official who gave rise to the claim has indicated approval

We will provide monthly reports to the Board of Education in the form of sign-off regarding the check warrants. Additionally, we will provide periodic reports, as required, to inform the Board of Education of any issues of concern. We will be available, upon request, to meet with the Board of Education at anytime.

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to get a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must go to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the audit of District payments). Thank You.

Vendor Name: Dr. Susanne Kowal-Co9nnelly

Date(s) of Service: 7/1/20 – 6/30/21

Description of Services: Medical Services

Rate for Services: \$20,000

Annual Estimate cost at time of approval: \$20,000

Prior Year Rate for Services: N/A

Administrator Requesting: Michele Ortiz

Is the contract signed by the other party: X
 Yes No

Is the contract dated by the other party: X
 Yes No

Are there any attachments? X
 Yes No

Budget Code (on purchase order): A28154000000000

Purchase order # in July

Routing:

1. Attorney review: Yes
2. Department Administrator
3. Business Office Review
4. Board of Education Meeting date 07/06/2020

Return to: Office of Assessments – Arlene Mege

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Suanne Kowal-Connelly

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
194 West Shore Dr.

6 City, state, and ZIP code
Massapequa, NY 11758

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

0	5	7	-	4	0	-	2	3	8	3
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or

Employer identification number

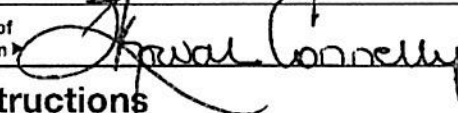
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date ▶ **6/30/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SERVICE AGREEMENT

THIS AGREEMENT made this 1st day of July 2020 by and between Levittown Union Free School District (hereinafter referred to as the "School District"), as the party of the first part, having its administrative offices located at Levittown Memorial Education Center, Abbey Lane, Levittown, New York 11756, and Dr. Suanne Kowal-Connelly (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having her principal place of business for purposes of this Agreement located at 194 West Shore Drive, Massapequa, NY 11758

WITNESSETH

WHEREAS, the School District is authorized to contract with individuals for the provision of services of a physician; and

WHEREAS, SERVICE PROVIDER is licensed as a medical doctor; and

WHEREAS, the School District desires that SERVICE PROVIDER provide services as a physician; and

WHEREAS, SERVICE PROVIDER, is capable of and willing to provide the within services to the School District;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be and shall be deemed to have been, for all purposes, in effect for the period July 1, 2020 through June 30, 2021, unless terminated earlier.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall serve as the District's school physician and medical expert fulfilling all those duties and responsibilities required under New York State law of one serving in such capacity and shall provide the District with, among other things, the following services:
 - (a) Conduct careful health examinations annually of all pupils of the District that are mandated by the State who do not present a family physician's certificate.
 - (b) Conduct, as provided in the Education Law, such examinations as are required for the issuance of employment certificates and vacation work permits.
 - (c) Review all accident reports and medical excuses from any of the physician activities connected with the School District's educational and extra-curricular program.
 - (d) Review adaptive physical plans when requested.

Attachment: Medical Services_Kowal Connelly (3787 : Appointment of Medical Inspector)

- (e) Upon School District request, review and make recommendations to the school administrators, including but not limited to, Director of Pupil Personnel Services and the Athletic Director with respect to health literature and health related materials used in the School District.
 - (f) Recommend limitations on physical education for individual students and in confidence, consult with parents, teachers and pupils from time to time concerning the same. Information shall be released to teachers on a need to know basis and the physician shall release the minimum information necessary to protect the health and safety of the pupil.
 - (g) Upon School District request, recommend the exclusion or readmission of pupils in connection with any infectious or contagious disease or otherwise.
 - (h) When required, provide first aid to pupils and/or school employees.
 - (i) Upon School District request, advise school administrators and school health service personnel on urgent public health issues, to the extent of the physician's expertise and knowledge.
 - (j) Review and make recommendations to the School District pertaining to the update of policies governing procedures to follow in the event of an injury or emergency illness.
 - (k) Be available during regular school hours by phone call from the nurse and registered nurses for major injuries or unusual problems.
 - (l) Act as a liaison with local doctors, health agencies and other health groups, as necessary.
 - (m) Attend meetings of the Board of Education upon request of the School District.
 - (n) Upon School District request, attend Committee on Special Education (CSE) meetings.
 - (o) Perform medical history, physical examinations, review of notes and testing from treating physicians for injured employees.
 - (p) Provide medical supervision to the school health staff in such immunization programs and preventive health screening programs as may be mandated by State Law or Public Health Law.
3. PAYMENT: In full consideration for the services to be rendered by SERVICE PROVIDER to School District for the term of this Agreement, School District agrees

to pay SERVICE PROVIDER the sum of TWENTY THOUSAND DOLLARS (\$20,000) DOLLARS for the SERVICE PROVIDER'S services during the term of this Agreement.

4. INCOME TAX DESIGNATION AND INDEMNIFICATION: SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify School District for any tax liability, interest, and/or penalties imposed upon School District by any taxing authority based upon School District's failure to withhold any amount from the payments for tax purposes.
5. LICENSE AND AUTHORIZATION: SERVICE PROVIDER warrants that she is and, as a condition of continued engagement, will remain, duly licensed and authorized to perform the services as described herein. Where applicable, SERVICE PROVIDER agrees to submit to School District proof or certification and/or professional licensing to provide services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of School District, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes.
6. SAVE LEGISLATION: SERVICE PROVIDER understands and agrees that she is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by School District and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER must submit her social security number.
7. INDEPENDENT CONTRACTOR: All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that she will not hold herself, her officers, employees and/or agents out as employees of School District. SERVICE PROVIDER is retained by School District only for the purposes and to the extent set forth in this Agreement, and her relationship to School District shall, during the periods of her services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of School District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, health and/or

disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, her officers, her employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by School District, SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon her other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reasons of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between School District and its employees.

8. TERMINATION NOTICE:

- a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party without cause.
- b. This Agreement may be terminated by the School District in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the School District to SERVICE PROVIDER.

9. CONFIDENTIALITY: SERVICE PROVIDER, her employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information.

10. HIPAA: Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

11. INDEMNIFICATION and HOLD HARMLESS PROVISION: SERVICE PROVIDER further agrees that she shall defend, indemnify and hold harmless School District, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of her officers, directors, agents or employees taken or made with respect to this Agreement.

12. INSURANCE PROVISION: SERVICE PROVIDER agrees to maintain Professional Errors and Omissions Insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate during the term of this Agreement. SERVICE PROVIDER will provide the School District with a certificate of insurance attesting to the purchase of professional liability insurance in the amounts required by this paragraph and naming the School District as additional insured.

- SERVICE PROVIDER will notify the School District in writing ten days prior to any lapse in her professional liability coverage. The absence of professional liability coverage during the term of this Agreement may result in immediate termination of this Agreement.
13. DISCRIMINATION: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
 14. GOVERNING LAW: This Agreement shall be covered by the laws of the State of New York.
 15. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.
 16. NON-WAIVER: No action or failure to act by SERVICE PROVIDER or School District shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
 17. Plan for Security and Protection of Personally Identifiable Information.
 - A. "District Data" means all information obtained by the SERVICE PROVIDER from School District or by SERVICE PROVIDER in connection with the services provided by SERVICE PROVIDER pursuant to the Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, "District Data" does not include any information made publically available by the School District.
 - B. "Personally Identifiable Information" or "PII" includes, but it not limited to: (i) a person's name or address or the names or addresses of a student's parents or other family members; (ii) any personal identifier (*e.g.*, SSN, student number or biometric record); (iii) indirect identifiers (*e.g.*, date of birth, place of birth, or mother's maiden name); (iv) other information that alone or in combination is linked or linkable to a specific individual and would allow a reasonable person to identify the individual with reasonable certainty; and (v) any information requested by a person who the School District or the SERVICE PROVIDER reasonably believes knows the identity of the person to whom a record relates.
 - C. SERVICE PROVIDER represents and warrants that it is fully familiar with and will comply with all School District policies and State, federal and local laws, regulations, rules and requirements related to the confidentiality, security and privacy of District Data.

- D. SERVICE PROVIDER represents and warrants that District Data received by SERVICE PROVIDER will be used only to perform SERVICE PROVIDER'S obligations pursuant to the Agreement and for no other purpose.
- E. SERVICE PROVIDER represents and warrants that it will only collect data from the School District or School District employees or other End Users (the term "End Users" means the individuals authorized by the School District to access and use services provided by SERVICE PROVIDER pursuant to the Agreement) that is necessary to fulfill SERVICE PROVIDER'S duties pursuant to the Agreement.
- F. The Parties agree that all rights including all intellectual property rights in and to District Data will remain the exclusive property of the School District and that SERVICE PROVIDER has a limited, non-exclusive license to use District Data solely to perform SERVICE PROVIDER'S services pursuant to the Agreement.
- G. SERVICE PROVIDER agrees that, upon receipt of District Data, it will: (i) limit SERVICE PROVIDER'S internal access to District Data to employees with legitimate educational interests (*i.e.*, access will be limited to those employees who must access District Data to implement the terms of the Agreement); (ii) use District Data only for the purposes explicitly authorized by the Agreement; (iii) not disclose any PII from District Data to any other party (a party other than an employee with a legitimate educational interest) without the School District's prior written consent (if necessary, the School District will obtain the required consent(s) from third parties), unless disclosure is required by statute or court order and written notice is given to the School District (notice is not required if it is expressly prohibited by a statute or court order); (iv) maintain reasonable safeguards to maintain confidentiality of PII in District Data; (v) keep student data in a locked file cabinet in the office manager's office or doctor's office; and (vi) store all District Data within the United States of America.
- H. If SERVICE PROVIDER has access to District Data that is subject to the Family Educational Rights and Privacy Act ("FERPA"), SERVICE PROVIDER acknowledges that for purposes of the Agreement it will be designated as a "school official" with a "legitimate educational interest" pursuant to FERPA and its implementing regulations, and SERVICE PROVIDER agrees to abide by the limitations and requirements imposed on school officials.
- I. SERVICE PROVIDER represents and warrants that it will comply with the School District's Parents' Bill of Rights, as supplemented, to include information about the Agreement, a copy of which is annexed hereto as Exhibit A and is signed by the Parties.
- J. SERVICE PROVIDER represents and warrants that it has provided or, within 30 calendar days of the date of the Agreement and prior to allowing any of its employees access to District Data, will provide training, about the State and

federal laws and regulations governing confidentiality of District Data to any employee who has access to District Data.

- K. Except as prohibited by law, SERVICE PROVIDER will: (i) immediately notify the School District of any subpoenas, warrants, or other legal orders, demands or requests received by SERVICE PROVIDER seeking District Data; (ii) consult with the School District regarding its response; (iii) cooperate with the School District's reasonable requests in connection with efforts by the School District to intervene and quash or modify the legal order, demand or request; and (iv) upon the School District's request, provide the School District with a copy of SERVICE PROVIDER'S response.
- L. Upon the School District's request, SERVICE PROVIDER agrees that it will promptly make any District Data held by SERVICE PROVIDER available to the School District.
- M. SERVICE PROVIDER agrees to notify the School District of any breach of security resulting in an unauthorized release of PII from District Data by SERVICE PROVIDER or SERVICE PROVIDER'S assignees or subcontractors. This notification will be made in the most expedient way possible and without delay. SERVICE PROVIDER must also notify the School District in writing of the breach of security. This written notification must be sent by SERVICE PROVIDER within one calendar day of the breach of security resulting in an unauthorized release of PII from District Data and must be sent to the School District by email to Michele Ortiz, Curriculum Associate – Health Services and either personally delivered or sent by nationally recognized overnight carrier to the School District. In the case of an unauthorized release of PII from District Data by SERVICE PROVIDER or SERVICE PROVIDER'S assignees or subcontractors, SERVICE PROVIDER must reimburse the School District for all the School District's costs associated with the School District's obligation to notify the State's chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.
- N. The parties agree to execute an amendment to the Agreement if required for compliance with any new laws or regulations relating to the confidentiality, security and privacy of data.

CONTINUED ON NEXT PAGE

O. All the provisions of this paragraph will survive the expiration or sooner termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Dated: _____

By: _____

PRESIDENT, BOARD OF EDUCATION
LEVITTOWN UNION FREE SCHOOL
DISTRICT

Dated: 6/30/2020

By: *S. Kowal Connelly*
DR. SUANNE KOWAL-CONNELLY

Attachment: Medical Services_Kowal Connelly (3787 : Appointment of Medical Inspector)

(1) **Use of District Data by Consultant.** The District Data received by SERVICE PROVIDER will be used only to perform SERVICE PROVIDER'S obligations pursuant to the Agreement and for no other purpose.

(2) **Storage and Security Protections.** SERVICE PROVIDER will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure District Data from unauthorized access, disclosure, alteration and use. SERVICE PROVIDER will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services pursuant to the Agreement. SERVICE PROVIDER will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

The following paragraphs describe (in such a manner as to protect data security) the specific storage methods and security protections used by SERVICE PROVIDER to protect District Data:

(a) Storage of Electronic Data:

All electronic data is stored on a computer that is devoted to this business and secured with password and not shared in anyway by any other person or entity

(b) Storage of Non-Electronic Data:

locked file cabinet in a locked office where other persons do not have access.

(c) Personnel/Workforce Security Measures:

HIPPA compliant personnel fax line

(d) Physical Security Measures:

locked cabinets -
password protected computer
smart phone with face recognition security

(e) Account Management and Access Control:

No person has access to any devices or documents.

EXHIBIT A

LEVITTOWN PUBLIC SCHOOL'S PARENTS' BILL OF RIGHTS REGARDING DATA
PRIVACY AND SECURITY

The Levittown School District is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the District wishes to inform the school community of the following:

1) A student's personally identifiable information cannot be sold or released for any commercial purposes.

2) Parents have the right to inspect and review the complete contents of their child's education record.

3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

4) A complete list of all student data elements collected by the State is available for public review at: <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234. 5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at: CPO@mail.nysed.gov.

This Bill of Rights will be included with every contract entered into by the School District with an outside contractor if the contractor will receive student data or teacher or principal data. This Bill of Rights will be supplemented to include information about each contract that the School District enters into with an outside contractor receiving confidential student data or teacher or principal data, including the exclusive purpose(s) for which the data will be used, how the contractor will ensure confidentiality and data protection and security requirements, the date of expiration of the contract and what happens to the data upon the expiration of the contract, if and how the accuracy of the data collected can be challenged, where the data will be stored and the security protections that will be taken.

“District Data” means all information obtained by SERVICE PROVIDER from the School District or by SERVICE PROVIDER in connection with the services provided by SERVICE PROVIDER pursuant to the Agreement, including but not limited to business, administrative and financial data, intellectual property, student and personnel data, and metadata. The term, “District Data” does not include any information made publically available by the School District.

(f) All electronic District Data will be protected by SERVICE PROVIDER through the use of encryption technology in compliance with New York Education Law § 2-d(5)(f)(5).

(3) **Sharing Information with Other Persons and Entities.** SERVICE PROVIDER will only share District Data with entities or persons authorized by the Agreement. To the extent that District Data will be shared by SERVICE PROVIDER with other authorized entities or persons not employed by SERVICE PROVIDER, SERVICE PROVIDER will ensure that those persons or entities will be required to agree in writing that it/they will comply with all terms of the Agreement’s Plan for Security and Protection of Personally Identifiable Information, and any other Agreement provision relating to confidentiality of records and data security and privacy, including, but not limited to this Exhibit A.

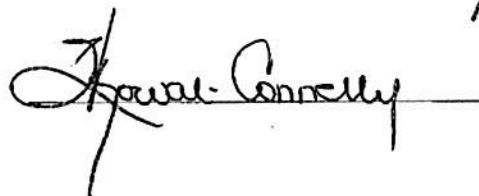
(4) **Destruction/Return of Data.** Upon the termination of the Agreement for any reason, SERVICE PROVIDER will, as directed by the School District in writing, securely destroy (“securely destroy” means taking actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means) or return all District Data received by SERVICE PROVIDER as soon as reasonably possible. The School District’s decision will be made in connection with all applicable laws, including the New York Arts and Cultural Affairs Law and the Records Retention and Disposition Schedule ED-1. In connection with the secure destruction of any District Data, SERVICE PROVIDER will provide a certificate of destruction (form and substance satisfactory to the School District) to the School District.

(5) **Challenge to Accuracy of Data.** A parent or guardian, student, teacher or principal can challenge the accuracy of the Data received by SERVICE PROVIDER by following applicable law (e.g., Family Educational Rights and Privacy Act), employment agreements, and policies, rules and regulations. If SERVICE PROVIDER receives a challenge to the accuracy of Data from a parent or guardian, student, teacher or principal, SERVICE will notify the School District in writing. SERVICE PROVIDER will not amend any Data without a written request from the School District.

BOARD OF EDUCATION, LEVITTOWN
PUBLIC SCHOOLS

DR. SUANNE KOWAL-CONNELLY

BY: _____
President



Attachment: Medical Services_Kowal Connolly (3787 : Appointment of Medical Inspector)

INSTRUCTIONS FOR PARENTS' BILL OF RIGHTS

Exhibit A contains information required by New York Education Law § 2-d and includes information that makes up part of the mandated Plan for Protection of Personally Identifiable Information. It should contain detailed information about data storage and security measures. The Service Provider must describe the ways it will store District Data and the specific security protections that will be used by the Service Provider to protect District Data. **Please note that these descriptions are part of a publically accessible document and must be written in a manner that will protect the Service Provider's data security.**

Below, we list examples for each storage/security category set forth in Exhibit A. These are only examples and the Service Provider must describe the specific storage methods and security protections it uses (again, the description must be written in a manner that will protect the Service Provider's data security). The amount of information included should not be limited by the space provided.

Examples:

- (a) Storage of Electronic Data:
 - In the Cloud (specify types, private or public, *etc.*)
 - On Service Provider's server
- (b) Storage of Non-Electronic Data:
 - Files stored in locked filing cabinets
- (c) Personnel/Workforce Security Measures:
 - Describe internal policies regulating access to information and sharing information amongst coworkers
 - Describe policies relating to the requirement to return all data and property to the Service Provider upon an employee's separation from employment
- (d) Account Management and Access Control:
 - Use of unique user-IDS
 - Use of passwords that are regularly and frequently updated
 - Use of automatic techniques to terminate a session upon specific conditions (*e.g.*, idle time)
 - Policy to disable employee accounts upon termination from employment
- (e) Physical Security Measures:
 - Describe security barriers and access controls (*e.g.*, locking of doors, desks and filing cabinets)
 - Describe visitor policies (*e.g.*, visitors are escorted at all times when visiting information processing and storage facilities)

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the au of District payments). Thank You.

Vendor Name: US OMNI

Date(s) of Service: 2020-2021 SCHOOL YEAR

Description of Services: Service Agreement Provider Program

Rate for Services: \$2,796.00
Annual Estimate Cost at time of approval: \$

Prior Year Rate for Services: \$3,048.00

Administrator Requesting: Chris Dillon

Is the contract signed by the other party: Yes No
Is the contract dated by the other party: Yes No
Are there any attachments? Yes No

Budget Code (on purchase order): A1310400000000
Purchase order #

Routing:

- 1. Department Administrator
2. Attorney Review
3. Business Office Review
4. Board of Education Meeting JULY 2020

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: US OMNI 2020_2021 (3790 : Appointment of Third Party Administrator for 403(b) and 457 Retirement Plan Providers)



220 Alexander
Suite 4
Rochester, NY 146

Services Agreement Reinstatement

Name of Employer: Levittown Union Free School District

The Services Agreement for the fiscal year Jul 1, 2019 – Jun 30, 2020 entered into by your organization and U.S. OMNI is hereby reinstated and amended for the fiscal year Jul 1, 2020 - Jun 30, 2021 with the following fee schedule below:

FEE SCHEDULE FOR 2020-2021 YEAR

Billing Type: Preferred Provider Program (P3) - Limited

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		\$ 1,500.00	\$ 1,500.00
<u>Non-P3 Service Provider 403(b)*</u>	36	\$ 36.00	\$ 1,296.00
<u>457(b) Accounts</u>	13	\$ 0.00	Included
<u>Vanguard Accounts**</u>	0	\$ 36.00	\$ 0.00
<u>Total 2020-2021</u>			<u>\$ 2,796.00</u>

*Includes 403(b) ROTH Accounts if allowed

**If Vanguard is a participating service provider in Employer's plan, Employer reinstates one of the following alternatives: 1. Vanguard is ineligible for new accounts and Employer shall be responsible for applicable TPA fees; 2. Vanguard is eligible for new accounts and Employer shall be responsible for applicable TPA fees; 3. Vanguard is eligible for new accounts and Employer directs Vanguard to pay applicable TPA fees by charging an equal fixed dollar amount to each plan participant.

EMPLOYER:

OMNI FINANCIAL GROUP, INC. d/b/a U.S.

OMNI

By: _____

Name: Robert F. McLean

Title: _____

By: Robert F. McLean, President

Date: _____

Date: May 24, 2020

PLEASE RETURN A SIGNED COPY BY JULY 1, 2020

NY-107

Phone: (585) 436-OMNI • FAX: (585) 436-3633 • Toll Free: (877) 544-OMNI • www.omni403b.com

Attachment: US OMNI 2020_2021 (3790 : Appointment of Third Party Administrator for 403(b) and 457 Retirement Plan Providers)

ANNUITY COMPANIES

PRE TAX AND ROTH

COMPANY	ADDRESS	REPRESENTATIVE
VOYA FINANCIAL (ING NATL. NY)	1 Huntington Quadrangle Suite ICI Melville, N.Y. 11747	Jim Davis 1-631-755-0832 Ben Balkaran 1-631-755-0805 FAX:1-631-454-1682
MASSMUTUAL-PANORAMA	200 Garden City Plaza Suite 430 Garden City, NY 11530	Dennis Leahy 516-739-1240 x 320 email: dml@finsvcs.com
AXA EQUITABLE	155 Pinelawn Road Melville, N.Y. 11747-3179	Jim Scordamaglia 1-631-385-5216 Patrick Spencer 516-385-3995
LEGEND GROUP EMPLOYEE BENEFITS (Fla. TSA Billing-Advisory Svc. (1-800-749-4321))	640 Johnson Avenue Suite 204 Bohemia, N.Y. 11716	Russel Sands 631-244-8201 Marty Smulison 516-678-8069 FAX:1-631-467-5455
LINCOLN INVEST. PLAN	350 Motor Parkway Suite 104 Hauppauge, N.Y 11788 klanzi@lincolninvestment.com www.lincolninvestment.com	Diane Bilello 1-631-231-7700 x 107 FAX:1-631-231-7841 1-800-242-1421 x 2964 Kristin A. Lanzi 1-631-231-7700 x 304 FAX: 1-631-231-7841 Cell:1-917-822-6833
METLIFE	1044 Northern Blvd. Suite 200 Roslyn, NY 11576 lbiblowitz@metlife.com www.lewisbiblowitz.metlife.com	Lewis Biblowitz 1-516-686-7100 FAX: 1-516-686-7250
	1225 Frankin Avenue Suite 400 Garden City, NY 11530 jberg1@metlife.com www.northcoast.metlife.com	Jeffery Berg 1-516-873-4628 FAX: 1-516-739-6039

Attachment: US OMNI 2020_2021 (3790 : Appointment of Third Party Administrator for 403(b) and 457 Retirement Plan Providers)

MUTUAL FINANCIAL SERVICES

2410 North Ocean Ave.
Suite 500
Farmingville, NY 11738

Richard Justino
1-631-467-2211
Ext. 84
FAX: 1-631-467-3396

**AXA ADVISORS
(FORMERLY
GOLDMAN SACHS)**

1111 Marcus Avenue
Suite 100
Lake Success, N.Y. 11042

Walter Maierle, LUTCF
516-358-3837
FAX: 516-358-3934
walter.maierle@axa-advisors.com

**OPPENHEIMER SECURITIES
RNR SECURITIES,**

1802 Hempstead Tpke.
East Meadow, N.Y. 11554

Kevin Murphy
(516)222-8850
Kevin@mrsecurities.com

ASPIRE FINANCIAL SERVICES

1-866-634-5873

NYS DEFERRED COMP. 457

www.nrsservicecenter.com

1-800-422-8463

****MOST OF THE ABOVE ANNUITY COMPANIES HAVE THE CAPABILITY TO INVEST
IN ROTH ANNUITY.**

Updated 08/29/17

Attachment: US OMNI 2020_2021 (3790 : Appointment of Third Party Administrator for 403(b) and 457 Retirement Plan Providers)

Levittown Public Schools

CONTRACT REQUEST FORM

Only the Board of Education is authorized to enter into contracts for the District. Please use this form when you need to a vendor approved to perform services for the District. Please leave enough lead time in the process. The contract must be to the Board of Education prior to the services being performed. Additionally, a Purchase Order must be completed in Finance Manager (which can be done prior to contract approval). Once the Board of Education approves the contract, please include the date approved in the body of your Purchase Order (it streamlines the PO approval process and the at of District payments). Thank You.

Vendor Name: WRIGHT RISK MANAGEMENT

Date(s) of Service: JULY 1, 2020-JUNE 30, 2021
JULY 1, 2021-JUNE 30, 2022
JULY 1, 2022-JUNE 30, 2023

Description of Services: The plan management provides workers compensation admin. services

Rate for Services: 7/1/2020-6/30/2021 management fee \$71,876.67
7/1/2021-6/30/2022 management fee \$72,595.43
7/1/2022-6/30/2023 management fee \$74,047.34
Payable 12 monthly installments

Annual Estimate Cost at time of approval: \$

Prior Year Rate for Services:

Administrator Requesting: Chris Dillon

Is the contract signed by the other party: Yes No
Is the contract dated by the other party: Yes No
Are there any attachments? Yes No
Budget Code (on purchase order):
Purchase order #

Routing:

- 1. Department Administrator
2. Attorney Review
3. Business Office Review
4. Board of Education Meeting JULY 6, 2020

This cover sheet should be sent to the business office OR to the superintendent's office when a contract is sent over for approval

Attachment: Wright Risk (3887 : Appointment of Third Party Administrator for Workers' Compensation)



MANAGEMENT AGREEMENT (this “**Agreement**”), dated July 1, 2020 (“**Effective Date**”), between Levittown Union Free School District, a New York State public school district with its primary address at 150 Abbey Lane, Levittown, NY 11756 (the “**District**”) and Wright Risk Management Company, LLC, a Delaware limited liability company with its principal place of business at 900 Stewart Avenue, Suite 600 Garden City, New York 11530 (the “**Plan Manager**”).

RECITALS

WHEREAS, the District desires that the Plan Manager provide workers’ compensation administration services for the District’s self-insured workers’ compensation plan (the “**Self-Insured Plan**”), on the terms and conditions provided in this Agreement; and

WHEREAS, the Plan Manager desires to render such services to the District as provided in this Agreement;

NOW, THEREFORE, the District hereby engages the services of the Plan Manager and, in consideration of the mutual promises herein contained, the parties agree as follows:

I. TERM.

This Agreement shall be effective commencing on the Effective Date and shall continue in effect through June 30, 2023 unless terminated prior to that date pursuant to Section VII of this Agreement.

II. SERVICES.

The Plan Manager will provide administrative and claims management services necessary to operate the Self-Insured Plan, which will use funds established by the District to finance the Self-Insured Plan (the “**Self-Insured Fund**”). Said services will consist of the following:

A. In cooperation with District personnel, the Plan Manager will design and implement, the internal claims reporting system. Once designed, selected District personnel will be trained to ensure the effectiveness of this reporting system.

B. Once a claim is reported, the Plan Manager will review the claim to determine if investigation is needed to determine the compensability and extent of the injury claimed. If investigation is necessary, the Plan Manager will perform such investigation immediately and thoroughly. If any third-party investigation services are necessary, such as surveillance, review of accident locations, or taking signed statements, the Plan Manager will arrange for such services. The fees and expenses for such services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

900 Stewart Avenue, Suite 600
Garden City, NY 11530-4869
Toll Free 877.976.2111 | F. 516.227.2352

wrightrisk.com

Attachment: Wright Risk (3887 : Appointment of Third Party Administrator for Workers' Compensation)

C. If it is determined that the claim is compensable, the Plan Manager will file all forms required by the Workers' Compensation Board ("WCB") and direct the District to make payments in accordance with statutory requirements and mandated fee schedules. The District is responsible for providing any information necessary to complete all forms.

D. If it is determined that the claim is not compensable, or if the injury is not of the nature or extent claimed by the employee, the claim will be controverted and the file prepared for argument before WCB. The Plan Manager will provide for appearance by an experienced workers' compensation attorney on all cases in which hearings are held before WCB. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

E. The Plan Manager shall pursue subrogation whenever it is reasonably anticipated that the District may be reimbursed for payments made. The costs of retaining third-party services to assist in pursuing subrogation, where necessary and appropriate, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

F. The Plan Manager will provide complete supervisory services for claims covered during the term of this Agreement. These supervisory services will include claims adjustment services, general monitoring of medical treatment in order to ensure appropriate treatment and minimize medical costs, and coordinating audit of all medical bills received for legitimate workers' compensation claims to confirm causal relationship and that the amount approved for payment conforms to the prescribed New York State Workers' Compensation Fee Schedules. These supervisory services will not include telephonic or field case management, or other managed care services, which will be arranged and coordinated, as necessary, by the Plan Manager. The costs of telephonic or field case management, or other managed care services shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

G. As appropriate, the Plan Manager will obtain independent medical opinions, using a WCB-registered referral service, to advise the District as to the appropriateness of medical treatment being received by, and the degree of disability of, the injured employee. The Plan Manager will consult with treating physicians, medical consultants, and other medical professionals to assist in instituting rehabilitative efforts to achieve an injured employee's return to work at the earliest possible time. The referral service and medical consultants' fees shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

H. The Plan Manager will implement a payment procedure for lost time benefits, medical bills, and expense payments. This procedure will be developed with District personnel to ensure timely and appropriate payment. The Plan Manager will prepare payment documentation, including payment authorizations and copies of bills, and forward such documentation to the District. The District shall be responsible for printing, signing, and distributing checks in compliance with the Plan Manager's instructions.

I. The Plan Manager will review any reported employers' liability claims that arise, and advise regarding coverage, defense, and indemnification of such claims. As necessary, the Plan Manager will arrange for the retention of counsel to represent the District on employers' liability claims. Attorney fees, the cost of appeals, and other litigation expenses, if any, shall be allocated loss adjustment expenses that will be charged against the Self-Insured Fund.

Attachment: Wright Risk (3887 : Appointment of Third Party Administrator for Workers' Compensation)



J. The Plan Manager will track medical services subject to the Department of Health (“DOH”) surcharges mandated by Public Health Law Section 2807, direct payment of applicable surcharges, and file all necessary forms with the DOH on a monthly or as needed basis. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides medical reports, hospital bills, access to the DOH website, and other information relating to the claims necessary to perform the Plan Manager’s services under this Section.

K. The Plan Manager shall prepare 1099’s at the end of the calendar year for distribution to the appropriate vendors. Prior to forwarding 1099 forms to the District for distribution, the Plan Manager will review all vendor information for payments made in the current calendar year to ensure that the 1099 forms match the Internal Revenue Service records for name and tax identification number. Where vendors bill under an individual name rather than a corporate name, the Plan Manager will request the completion of W-9 forms from the appropriate vendors. The Plan Manager will also prepare the necessary Internal Revenue Service transmittal form on behalf of the District. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides a report containing the prior vendor information necessary to perform the Plan Manager’s services under this Section.

L. The Plan Manager will review all Assessment Billing Notices for accuracy. If the District becomes overpaid for a WCB fiscal year due to variations in lost time experience from year to year, the Plan Manager will verify that all future credits issued to the District by WCB are properly issued and applied. In the first year of handling claims for the District, the Plan Manager shall have no responsibility under this Section unless the District provides a two-year check registry (including payment amounts, payees, and dates of service) and other information relating to the claims necessary to perform the Plan Manager’s services under this Section.

M. The Plan Manager will assist the District in developing a loss prevention program, the nucleus of which will be the safety committee. The goal of the safety committee will be to minimize the number of workers’ compensation injuries by reviewing the nature and type of incidents arising in the District, so that potential problem areas can be identified and addressed.

N. The Plan Manager will provide the District with updates on any changes in the Workers’ Compensation Law as such changes apply to the workers’ compensation program.

O. The Plan Manager will provide a cumulative cost summary report on a quarterly basis encompassing all individual claim costs and all other operational costs of the Self-Insured Plan. These reports will include the following information:

1. Summary of Costs/Claim Payments by Type and Status – Claim payments organized into indemnity, medical, and expense categories by fiscal year.
2. Number of Claims by Type and Status – Listing of open and closed claims, by fiscal year.
3. Paid Plan Charges – All Plan administrative costs, including insurance premiums, management fees, actuarial fees, financial auditor fees, and bank charges, by fiscal year.
4. Paid Employer Charges – WCB assessments and DOH surcharges by fiscal year.



Attachment: Wright Risk (3887 : Appointment of Third Party Administrator for Workers' Compensation)

P. The Plan Manager will provide cumulative quarterly loss runs encompassing all reported claims. These loss runs will include the following information:

1. File number.
2. Date of Accident.
3. Name of injured employee/claimant.
4. Occupation.
5. Description of accident.
6. Type of injury/part of body.
7. Status of claim/class.
8. Total medical, indemnity and expenses paid to date.

Q. The Plan Manager will handle all pending workers' compensation cases that have arisen since the inception of the Self-Insured Plan.

R. Annually, the Plan Manager will provide an overall review of the Self-Insured Plan, including information from quarterly reports.

S. The Plan Manager will ensure that the District's open files are properly maintained and available for review and/or audit, and will arrange for the storage or return of the District's closed/inactive files. The Plan Manager may maintain and store files electronically in lieu of a physical file. Physical storage costs, if any, are an expense that will be charged against the Self-Insured Fund. The foregoing is subject to Section VIII of this Agreement.

III. **FEE.**

The Plan Manager shall invoice the District for a management fee for services under this Agreement at the rate set forth in the Addendum. The District shall pay the management fee within thirty (30) days of receipt of the invoice.

The District shall pay a management fee to the Plan Manager for services as follows:

- A. For the period from July 1, 2020 to June 30, 2021, the District shall pay a management fee of \$71,876.67, payable in twelve (12) monthly installments due on the first of each month.
- B. For the period from July 1, 2021 to June 30, 2022, the District shall pay a management fee of \$72,595.43, payable in twelve (12) monthly installments due on the first of each month.
- C. For the period from July 1, 2022 to June 30, 2023, the District shall pay a management fee of \$74,047.34, payable in twelve (12) monthly installments due on the first of each month.

IV. **SPECIAL REPORTS AND ADDITIONAL SERVICES.**

Upon the written agreement of the parties, the Plan Manager shall provide special reports or additional services not included in this Agreement, at an additional fee to be agreed upon.



V. **SERVICE COMMITMENT.**

The Plan Manager shall devote such time to the performance of its duties under this Agreement as is reasonably necessary for the satisfactory performance of its duties under this Agreement.

VI. **INDEMNIFICATION.**

A. The Plan Manager shall hold harmless and indemnify the District against any loss, liability, damage, or expense, including reasonable attorneys' fees, to the extent caused by the willful misconduct, gross negligence, or negligence on the part of the Plan Manager or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Agreement.

B. The District shall hold harmless and indemnify the Plan Manager against any loss, liability, damage, or expense, including reasonable attorneys' fees, to the extent caused by the willful misconduct, gross negligence, or negligence on the part of the District or any of its employees or agents, which result from, or arise out of, a breach of any obligation in this Agreement.

VII. **TERMINATION.**

A. Either party may terminate this Agreement for the following reasons upon sixty (60) days written notice to the other party:

1. Fraud or criminal acts on the part of the other party or pattern of conduct of such other party which constitutes willful misconduct or gross negligence with respect to the performance of such other party's duties hereunder;
2. Substantial and continuing breach of this Agreement by the other party, provided, however, that the party seeking to terminate shall notify the other party of such breach, identifying such breach in full particulars, and the other party shall have thirty (30) days from receipt of such notice to cure the breach and, if such breach be cured within such period, such breach shall not be cause for termination; or
3. The New York State Superintendent of Financial Services shall issue a final order to terminate this Agreement, and the time for appealing such order shall have expired.

B. This Agreement shall terminate immediately without notice upon:

1. commencement by either party of any case, proceeding or other action: (a) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or either party shall make a general assignment for the benefit of its creditors;



- 2. commencement against either party of any case, proceeding or other action of a nature referred to in Section VII.B.1 above which: (a) results in the entry of an order for relief or any such adjudication or appointment; or (b) remains undismissed, undischarged or unbonded for a period of sixty (60) days;
- 3. commencement against either party of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed or bonded pending appeal within sixty (60) days from the entry thereof;
- 4. consent, approval, acquiescence, or any action by either party in furtherance of any of the acts set forth in Sections VII.B.1, 2, or 3 above; or
- 5. an inability by either party to pay its debts as they become due.

C. Upon the effective date of termination of this Agreement, the District shall pay the fee due and owing the Plan Manager to be prorated based on the period of time the Agreement was in force and effect.

D. Upon termination of this Agreement, the Plan Manager shall have no responsibility for run-off of claims. Any agreement regarding run-off of claims will be dealt with in a separate written agreement signed by both parties.

E. Upon termination of this Agreement, the Plan Manager shall return the District's Property, as defined in Section VIII.A. The cost for returning the District's Property shall be borne solely by the District.

VIII. PROPERTY RIGHTS, CONFIDENTIALITY, AND RECORDKEEPING.

A. The District's Property.

All portions of the claim file, including WCB documents, claim reports, investigation reports, correspondence, and claim data of the District acquired and used by the Plan Manager in the performance of its duties hereunder ("**District Property**") shall belong to and remain the sole property of the District. Upon termination of this Agreement, the Plan Manager shall promptly return the District Property to the District or its designee, unless the District purchases run-off claims services pursuant to Section VII.D of this Agreement. The Plan Manager will transfer such files in an electronic form that can be produced by the Plan Manager's system without special modification and that will be readable by the District. The Plan Manager shall keep all District Property confidential, and shall not use, publish, discuss, disclose, or communicate District Property to third parties, except as necessary to perform its obligations under this Agreement, and in accordance with this Agreement. This provision shall survive termination of this Agreement.

B. The Plan Manager's Property.

All Systems created by the Plan Manager in the performance of its duties and activities under this Agreement shall belong to and remain the property of the Plan Manager. "**Systems**" as used herein shall include data processing, databases, computer programs, computer equipment, formats, management protocols and operation documentation and internal reports of the Plan Manager pertaining to the Self-Insured Plan. This includes Systems for the administration,



accounting, underwriting, risk management, cost containment and safety programs and services, and management systems developed by the Plan Manager for the Self-Insured Plan or in connection with the performance of its services hereunder. This provision shall survive termination of this Agreement.

IX. MISCELLANEOUS.

A. Independent Contractor.

The Plan Manager shall be an independent contractor and not an employee, agent, or servant of the District. The Plan Manager’s employees shall be considered the Plan Manager’s employees for all purposes and Plan Manager alone shall be responsible for their work, personal conduct, direction, and compensation. The District shall not be responsible for withholding taxes with respect to the Plan Manager’s compensation and the Plan Manager shall be solely responsible to pay all applicable taxes from such compensation, including any compensation owed to its employees.

B. Entire Agreement.

This Agreement supersedes any and all other agreements either oral or in writing between the parties hereto.

C. Assignment.

Neither this Agreement nor any duties or obligation hereunder shall be assignable by the Plan Manager without the prior written consent of the District. In the event of an assignment by the Plan Manager to which the District has consented, the assignee or his legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

D. Governing Law.

The laws of the State of New York shall govern the validity of this Agreement, any of its terms or provisions, and the rights and duties of the parties hereunder.

E. Amendment.

This Agreement may be amended by the mutual written agreement of the parties to be attached to and incorporated into this Agreement.

F. Legal Construction.

This Agreement was negotiated by sophisticated parties at arm’s length and shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of its provisions. Any waiver of any other term, condition, or provision of this Agreement will not constitute a waiver of any other term, condition, or provision, nor will a waiver of any breach of a term, condition, or provision constitute a waiver of any subsequent or succeeding breach.

G. Effect of Invalidity.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

Attachment: Wright Risk (3887 : Appointment of Third Party Administrator for Workers' Compensation)



unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

H. **Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, or by nationally recognized overnight carrier, return receipt requested, to the respective party at the addresses set forth below, on the date received or rejected:

If to the District:

Levittown Union Free School District
150 Abbey Lane
Levittown, NY 11756
Attention: Christopher Dillon
Assistant Superintendent for Business and Finance

If to the Plan Manager:

Wright Risk Management Company
900 Stewart Avenue, Suite 600
Garden City, NY 11530
Attention: Eric Hartcorn, Executive
Vice President, Workers' Compensation

or to such other person and address as either party may designate by notice to the other.

I. **Headings.**

The headings to the various sections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the expressed provisions of this Agreement.

J. **Counterparts; Facsimiles.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

Attachment: Wright Risk (3887 : Appointment of Third Party Administrator for Workers' Compensation)



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LEVIITTOWN UNION FREE SCHOOL DISTRICT

By: _____
Name:
Title:

WRIGHT RISK MANAGEMENT COMPANY, LLC

By: _____
Name: Eric Hartcorn
Title: Executive Vice President, Workers' Compensation

Attachment: Wright Risk (3887 : Appointment of Third Party Administrator for Workers' Compensation)



LEVITTOWN PUBLIC SCHOOLS

Levittown Memorial Education Center
Abbey Lane
Levittown, New York 11756



Professional Development Plan 2019 – 2021

Dr. Tonie McDonald, Superintendent of Schools

Board of Education

Peggy Marengi, President

Dillon Cain, Vice President

Trustees

Marianne Adrian, Christina Lang, Jennifer Messina, James Moran, Michael Pappas

PROFESSIONAL DEVELOPMENT PLAN TABLE OF CONTENTS

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Attachment: LPS Professional Development Plan (3813 : Professional Development Plan)

PROFESSIONAL DEVELOPMENT COMMITTEE

Administrators

Mr. Todd Winch, Assistant Superintendent for Instruction
 Ms. Debbie Rifkin, Assistant Superintendent for Human Resources
 Dr. Margaret Ippolito, Chairperson of Special Education, Wisdom Lane
 Jared Vanderbeck, Principal, Gardiners Avenue Elementary School

LUT Members

John Caulfield, President
 Gale Glicksman
 John Lipani
 Kim McGrath
 Laurette Nally
 Kerry Schaefer
 Nancy Racanelli
 Nara Denson, Director of the Levittown Teachers' Center

Parent Member

Tina Bodkin, PTA Council Representative

I. INTRODUCTION

The Levittown Professional Development Committee has prepared this professional development plan in accordance with current regulations of the New York State Commissioner of Education. The specific components of the regulations are as follows:

- By September 1, 2000, and annually thereafter, districts shall adopt a Professional Development Plan (PDP), the purpose of which shall be to improve the quality of teaching and learning by ensuring that teachers participate in substantial professional development in order that they remain current with their profession and meet the learning needs of their students.
- Each year, each school district shall describe in its plan how it will provide teachers in its employ holding a professional certificate (transitional or initial professional certificates) and teaching assistants with Level III license with opportunities to maintain such certificate in good standing based upon successfully completing 100 hours of professional development every five years.
- The team shall include the superintendent or his/her designee; school administrators designated by their collective bargaining association; teachers designated by their collective bargaining association and who should comprise a majority of the seats; at least one parent designated by the established parent group; one or more curriculum specialists; and at least one representative of a higher education institute, provided that the board of education or BOCES determines that a qualified candidate is available to serve after conducting a reasonable search.
- The final determination on the content of the PDP shall be the decision of the Board of Education.
- Each year, the Superintendent shall certify to the Commissioner that the requirements of this regulation have been met and that the District has complied with the PDP applicable to the current school year.
- In order to provide high quality professional development to meet the needs of our teachers, the Professional Development Plan of the Levittown School District is being supported in part by the BOCES, RIC, RBERN, RSE-TASC, Teacher Centers and approved consultants.

The Levittown plan evidences the belief that the teacher is the most important influence in a student's learning experience. Just as differentiation of instruction is important to meet student learning needs, differentiated professional development should be provided to meet teacher learning needs. The plan categorizes and summarizes professional development opportunities available to the faculty and subscribes to “substantial” professional development that is robust, relevant, results-oriented, and sustainable. The plan acknowledges the need to coordinate the District’s professional development activities with the New York State (NYS) Learning Standards, the NYS Common Core

Learning Standards (2011), the NYS Professional Development Standards (2009), Chapter 56 of the Laws of 2015, the National Staff Development Council Standards (2001), the NYS Teaching Standards (2011) the Interstate School Leaders Licensure Consortium (ISLLC) Standards (2008) and the district's approved teacher practice rubric. In addition, the committee recommends that professional development initiatives are aligned with students' needs from multiple sources of student achievement data, including results of local formative and summative assessments, research-based instructional strategies, and recognized best-practices.

II. NYS STANDARDS FOR HIGH QUALITY PROFESSIONAL DEVELOPMENT

1. **Designing Professional Development:** Professional development design is based on data; is derived from the experience, expertise and needs of the recipients; reflects best practices in sustained job-embedded learning; and incorporates knowledge of how adults learn.
2. **Content Knowledge and Quality Teaching:** Professional development expands educators' content knowledge and the knowledge and skills necessary to provide developmentally appropriate instructional strategies and assess student progress.
3. **Research-based Professional Learning:** Professional development is research-based and provides educators with opportunities to analyze, apply and engage in research.
4. **Collaboration:** Professional development ensures that educators have the knowledge, skill and opportunity to collaborate in a respectful and trusting environment.
5. **Diverse Learning:** Professional development ensures that educators have the knowledge and skill to meet the diverse learning needs of all students.
6. **Student Learning Environments:** Professional development ensures that educators are able to create safe, secure, supportive, and equitable learning environments for all students.
7. **Parent, Family and Community Engagement:** Professional development ensures that educators have the knowledge, skill, and opportunity to engage and collaborate with parents, families, and other community members as active partners in children's education.
8. **Data-driven Professional Practice:** Professional development uses disaggregated student data and other evidence of student learning to determine professional development learning needs and priorities, to monitor student progress, and to help sustain continuous professional growth.
9. **Technology:** Professional development promotes technological literacy and facilitates the effective use of all appropriate technology.
10. **Evaluation:** Professional development is evaluated using multiple sources of information to assess its effectiveness in improving professional practice and student learning.

III. NEEDS ANALYSIS AND GOALS

The Levittown Board of Education has demonstrated its commitment to continuous improvement of the educational program through its support of ongoing professional development. Staff development in the Levittown School District is designed to provide all of its educational professionals with the resources and training necessary to address the learning needs of its students. Multiple opportunities for the ongoing improvement of teaching and learning are offered to the professional staff. The Board of Education has directed the school district administration to link those professional development activities with the goal of improving all levels of student academic achievement in multiple dimensions. The Levittown School District accepts the perspective of the NYS Board of Regents in that it asserts that staff development succeeds when it (1) improves the skills of teachers; (2) focuses on standards and student achievement; (3) links professional development to the attainment of instructional goals; and (4) connects staff development to short- and long-range District and school goals for continuous growth.

Needs analysis is conducted on an ongoing basis. Data are gathered from student achievement results on local formative and summative assessments including performance-based assessments, and on standardized tests. In addition, the professional staff makes recommendations for professional learning in current research-based and best-practice models. Periodic surveys of faculty are conducted to provide feedback, to ascertain individual learning needs, and to design differentiated strategies and activities.

IV. PROFESSIONAL GROWTH ACTIVITIES

Continuing Teacher and Leader Education (CTLE) activities must be offered in appropriate subject areas, as defined in law and regulation Subpart 80-6 of the Regulations of the Commissioner of Education for Professional and Level III teaching assistant certificate holders, which:

- will expand educators' content knowledge and the knowledge and skills necessary to provide rigorous, developmentally appropriate instructional strategies and assesses student progress;
- is research-based and provides educators with opportunities to analyze, apply, and engage in research;
- includes the necessary opportunities for professionals to obtain CTLE to meet the English language learner provisions, which is 50 hours for teachers of ENL or 15 hours for all other educators;
- is designed to ensure that educators:
 - (1) have the knowledge, skill, and opportunity to collaborate to improve instruction and student achievement in a respectful and trusting environment;
 - (2) have the knowledge and skill to meet the diverse needs of all students;
 - (3) have the knowledge and skill to create safe, secure, supportive, and

equitable learning environments for all students;
 (4) have the knowledge, skills, and opportunity to engage and collaborate with parents, families, and other community members as active partners in children's education;

- uses disaggregated student data and other evidence of student learning to determine professional development learning needs and priorities, to monitor student progress, and to help sustain continuous professional growth;
- promotes technological literacy and facilitates the effective use of all appropriate technology; and
- evaluates using multiple sources of information to assess its effectiveness in improving professional practice and student learning.

Activities that may count for CTLE credit must be:

- offered by a SED-approved sponsor;
- formal courses of learning including, but not limited to, university and college credit and non-credit courses;
- professional development programs and technical activities offered by national, state and local professional associations and other organizations acceptable and approved by SED ; and
- professional development opportunities provided by the Levittown School District, Levittown Teacher Center or BOCES.

V. PROFESSIONAL DEVELOPMENT OPPORTUNITIES PROVIDED BY THE LEVITTOWN SCHOOL DISTRICT

The following list reflects the professional development activities that are available for CTLE hours in the Levittown School District:

1. Workshops provided through the Levittown Teacher Center and BOCES.
2. District approved workshops/conferences provided by state-approved sponsors.
3. College courses through accredited universities.
4. In-District professional development provided through district-approved consultants and district employees.
5. Elementary Professional Development meetings
6. Faculty meetings, department meetings, and grade level meetings in which the purpose of the meeting is for professional development. See the definition in Section IV of this document for further information.
7. National Board Certification
8. Receiving mentoring

With the exception of #7 and #8, these opportunities will appear in MyLearningPlan as formal activities. For teachers or teaching assistants who participate in National Board

Certification or are receiving mentoring, these hours must be logged in MyLearningPlan using the “NYS PD Hours Request” form.

Professional development outside of those outlined above will require prior authorization from the Department of Instruction and/or the Department of Personnel.

VI. EVALUATION OF PROFESSIONAL DEVELOPMENT ACTIVITIES

Evaluation of professional development activities takes a variety of forms.

- District-sponsored professional development is evaluated by participants upon completion of the activity allowing for both objective and open-ended comments. Feedback is used to inform follow-up activities and to improve the process of professional learning.
- Building principals and/or directors/chairpersons review summaries of staff learning at conferences, workshops, and trainings. Participants share their learning with colleagues.
- Recommendations for continued learning, curriculum work, and turnkey training are evaluated by the Building Professional Development Team.
- Building principals report annually to the Curriculum Office on the effectiveness of the building's professional development activities.
- The District Professional Development Team assesses the impact of the District Professional Plan.

VII. PROFESSIONAL DEVELOPMENT HOURS FOR CERTIFICATION & LICENSE REGISTRATION

The following paragraphs delineate the requirements for license registration and CTLE hours. Please note that holders of permanent licenses are currently not required to submit CTLE hours, but are required to register their license as noted below.

1. All administrators, teachers, and teaching assistants (Level III) are required to register their license with the New York State Department of Education (NYSED) through the TEACH system once every 5 years.

2. **Teachers and Administrators holding a Professional License:**

After July 1, 2016, a teacher or administrator in the District's employ holding the NYSED *professional certificate* is required to maintain such certificate in good standing based upon successfully completing 100 hours of professional development, consistent with the District's Professional Development Plan, every five years. The certificate holder is responsible for entering the professional development hours for approval on My Learning Plan and for monitoring his/her completed hours.

3. **Teaching Assistant Level III certificate holders:**

The above category teaching assistants must complete 100 hours of professional development every five years to maintain the validity of their certificates. They may avail themselves of the professional development opportunities above as they relate to their assignments.

VIII. RESPONSIBILITY AND PROCEDURES FOR TRACKING PROFESSIONAL DEVELOPMENT HOURS

The Office of Personnel will inform holders of the professional certificate that they must complete 100 hours of professional development every five years to maintain their certification. The responsibility for logging these hours through My Learning Plan, obtaining proof of attendance for courses, conferences and workshops attended and reporting professional development activity rests with the individual teacher. The District will retain the following information for each professional certificate holder:

- The name of the professional certificate holder
- His or her teacher certification identification number
- The title of the staff development program
- The number of hours completed
- The date and the location of the program

The District will retain these records for a minimum of eight (8) years from the date of completion of the professional development by the professional certificate holder.

Most professional development opportunities will be designated as “activities” in MyLearningPlan. Teachers and teaching assistants will need to register for these opportunities as they would for an out-of-district workshop or course. This includes faculty meetings, department meetings, and grade level meetings where professional development is the focus (as defined in Section IV of this plan). The facilitators will create activities in MyLearningPlan when the purpose of these meetings is for professional development.

In some instances, professional development activities will require the use of a separate log form in MyLearningPlan. This form should be used when logging professional development in the following areas only:

- National Board Certification
- Receiving Mentoring

IX. REVIEW

This plan will be reviewed annually by the Levittown Professional Development Committee.

Levittown Public Schools

PROFESSIONAL DEVELOPMENT PLAN

Appendix A:
Professional Development
Needs Assessment

Attachment: LPS Professional Development Plan (3813 : Professional Development Plan)

Levittown School District Needs Assessment Questions

(These questions will be used to help determine professional development needs and are delivered through an online survey system)

1. What is your current position in the district?
2. Do you require professional development in any of the following areas?
 - enVision Math
 - Journeys
 - MyLearningPlan
 - DASA
 - SmartBoards
 - IEP Direct
 - APPR
 - Technology use in the classroom
 - NWEA
 - AIMSweb
 - Student Response Systems
 - Survey Monkey
 - 1:1 Devices
 - Remind
3. Please choose at least one academic content area in which targeted professional learning would enhance your capacity as a teacher or teaching assistant
 - ELA
 - Art
 - CTE
 - ENL/Language Acquisition
 - Foreign Language
 - Math
 - Music
 - Reading
 - RtI
 - Science
 - Social Studies
 - Special Education Strategies
 - STEM/STEAM
4. Which three areas of professional development would most enhance your skills as a teacher or teaching assistant and improve student learning in your school?
 - Assessing student achievement
 - Classroom management
 - Co-teaching and inclusion
 - Differentiated instructional strategies
 - Interpreting and using data

- Multiple intelligences and learning styles
 - Lesson planning
 - Parental and community involvement
 - Pyramid of Intervention (RtI)
 - Social/Emotional Learning and Literacy (SEL)
 - Standards based classroom instruction (Common Core)
 - Student modifications and accommodations
 - Technology
 - IEP writing
 - Using the Danielson rubric
 - Literacy strategies
5. What types of activities best fit your schedule?
- 2 hour after school workshops
 - Before school workshops
 - Time during the school day
 - Online courses
6. Please add any other comments related to your professional development needs:

Levittown Public Schools

PROFESSIONAL DEVELOPMENT PLAN

Appendix B:
Mentoring Plan

Levittown Public Schools New Teacher Mentor/Intern Plan Effective July 1, 2013

Introduction:

Mentoring of new teachers is an important part of the overall preparation and professional development of beginning practitioners. It is part of the new teacher's continuum of experiences building on pre-service coursework and accomplishments, and anticipating continued development over the course of the teacher's career. The components of the mentor plan provide the highest quality, personalized support in welcoming new teachers to the Levittown Public Schools and to the profession. The Levittown School's Mentor/Intern Plan significantly impacts a beginning teacher's skill development and self-confidence.

Desired Goals and Outcomes:

Teacher retention and teacher recruitment are important goals of the Levittown New Teacher Mentor/Intern Plan but the most important goal is increased teacher skillfulness that will positively impact student achievement.

Specific Mentor Responsibilities:

- Maintaining confidentiality
- Sharing knowledge, skills, and information with the new teacher
- Meeting approximately once a week for a total of 30 hours for the school year. This includes a mandatory 2-hour session prior to the opening of school.
- Visiting new teacher's classroom during teaching periods a minimum of five times/year for the purpose of coaching and providing feedback and support
- Meeting with the coordinator periodically throughout the year to provide feedback and support
- Participating in training
- Modeling collegiality
- Opening their classroom to the new teacher to model effective teaching techniques
- Arranging visits for the new teacher to observe other colleagues in the department or grade level
- Offering non-judgmental listening
- Facilitating growth and development of the new teacher

Criteria for Mentor Selection:

- Member of LUT
- A minimum of five years of teaching experience in Levittown
- Availability to meet with intern at least 2 hours prior to the opening of school
- Completion of NYSUT mentor training

- Familiarity with the district and school community
- Excellent interpersonal skills and ability to work collegially
- Demonstrated development in the profession
- Willingness to fulfill all roles and responsibilities as described in the Mentor Plan
- Demonstrated good communication skills and a commitment to confidentiality

Program Coordination:

The LUT Mentor/Intern Plan will be overseen and directed by the coordinator in consultation with the mentor panel and the LUT leadership. The coordinator will be responsible for generating an annual timeline. The coordinator will meet periodically with the panel to assist and advise as the program is implemented.

Mentor Application Process:

Tenured teachers who wish to mentor a new teacher should submit a mentor application. These can be picked up in the LUT office or from a building rep. The application includes a basic information form, a statement as to why he/she is interested in mentoring and two references from LUT colleagues. The application should be submitted by May 1st for the following school year.

All applications will be reviewed by the mentor panel, with a majority of its members chosen by the LUT. An interview may be requested. Teachers who have been selected to be members of the mentor pool will be notified in August.

Teachers from the mentor pool will be matched by the coordinator with new teachers who are eligible for mentoring. It is a NYS requirement that whenever possible mentors have the same certification as the new teacher they mentor. Other considerations, such as grade level and building placement, will also be important selection criteria.

Teachers who have been selected for the mentor pool who have not been matched with a new teacher will remain in the pool for three years. After that time, they will have to re-apply to be mentors.

Role of the Principal:

The relationship with the school administrator is a key relationship in the newcomer's professional life. The initial relationship of a beginning teacher with his or her principal greatly impacts the decision to remain in teaching. In teacher mentoring programs, building principals participate in intern selection, support mentoring as integral to the school's professional development plan, and assist with scheduling for mentor program activities.

Mentor Pool:

The mentor pool is made up of those teachers chosen by the mentor panel and who have, by virtue of their qualifications, performance and interest, been designated as eligible for

appointment as a mentor teacher. Appointments to the mentor pool indicate that a teacher is qualified to serve as a mentor and is willing to do so if the coordinator determines there is an appropriate match with a new teacher.

Mentor Panel:

The mentor panel will act as a steering committee for the implementation of the Mentor Plan. A majority of panel members will be appointed by the LUT on an annual basis. Other members may be appointed by the Levittown School District. Members can be mentors while serving. Panel members are paid at the hourly rate according to the LUT contract.

Length of Service:

The mentor/intern relation will be for one school year.

New Teachers Receiving Mentors:

Holders of the Initial and Conditional Initial certificate must receive mentoring in their first year of teaching or school leadership in a public school district. Certificate holders who have had at least two years of teaching prior to receiving the Initial certificate are exempt from this requirement.

Mentor Preparation and Development:

Training for mentors will be required. The required training will consist of the NYSUT training class offered at the Levittown Teachers Center. Once the mentor has been assigned to an intern, the Levittown School District will pay the cost of the NYSUT class. However, if the mentor wishes to obtain one in-service credit; the mentor is responsible for \$40.00 of the total cost.

Compensation:

Compensation for mentors will be based on 30 hours for the school year, according to the LUT contract for a total of \$1,500 per mentor. The coordinator of the Mentor Intern program will receive compensation on a sliding scale as follows:

1 – 13	\$2,000
14 – 25	\$3,000
25+	\$4,000

Mentor/Intern Adjustments:

Occasionally, despite the best efforts of everyone involved, the mentor/intern relationship may not meet the needs of the new teacher. Either the mentor or the new teacher may speak to the coordinator. The coordinator will meet with the mentor and/or intern to try to

resolve the issue. If no satisfactory resolution can be found, a new mentor will be assigned to the new teacher. In cases of adjustment, the mentor stipend will be prorated.

The mentor and new teacher will complete *Reflection Sheets* by December 15th and evaluations by June 1st. These will be used to assess the effectiveness of the program. Mentors and new teachers will also be asked to give input on how the program could be improved, what parts of the program are helpful and which parts are not helpful.

Improvements may be identified in the Mentor/Intern Plan each year as indicated by the evaluative feedback from current teachers, former new teachers, mentors, and members of Levittown's Mentor/Intern Program support teams.

Levittown Public Schools

PROFESSIONAL DEVELOPMENT PLAN

Appendix C:
District Consultants

<i>Approved District Consultants</i>		
<i>Consultant Name</i>	<i>Grades/Subjects</i>	<i>School Year</i>
Amy Benjamin	Grammar Secondary	2019-2020
Bill Bouchard	All Grades/StaffTrac	2019-2020
College Board	Advanced Placement Courses	2019-2020
Darshna Katwall	LI Writing Project	2019-2020
Diana Kolhoff	Math	2019-2020
Dr. Carl Jago	Teaching for Transfer	2019-2020
Dr. Ernest Morrell	My Perspective Pilot	2019-2020
Educational Tours	HS/ World Language	2019-2020
Emily Kang	Science/Elementary & MS	2019-2020
Flip Flippen/Flippen Group	All Grades	2019-2020
HMH	Journeys Training (K-5)	2019-2020
i-Ready	Math & ELA (K-6)	2019-2020
Judy Dodge	All Grades	2019-2020
Matt Baruch	Math/Secondary	2019-2020
Mindy Libassi	Math/Secondary	2019-2020
Patricia Gremillion-Burdge	HS/Wellness	2019-2020
Pearson	EnVision Training (K-6)	2019-2020
Project Lead the Way	Grades 6-12	2019-2020
Shirley Hall	All Grades/Danielson Group	2019-2020

2020 Cooperative RFP for Special Education Related Services

https://secure-web.cisco.com/15DW51lqVpl3POzqlzGNk0ObDYZzhCz_MuQxefkL_mV-gROBXM9h47Z1SmOWO556XBoO8boRrkRpzh-1iRx3YUBm1bvIERrqZnO_9VD_BtCX1ChFf_tzm1AncUZQ8XWX_11o_svoNS7Y_zeBdoWcKvbpPF72xeWrL27xWg7wQ5tRXax4muKNrBxXJB0-Coha5lfBYf9VkC_qw703mta3UeBG-J9490hz4jHtnHanb6Lprf1rYCDXVOoAFX4KRtWbHQ8-vP2jfdCEMklK1s4TkJA/https%3A%2F%2Fwww.dropbox.com%2Fsh%2FnkW60c6kn04n3ej%2FAACQBoeJWfvfKD0iboL_hPWba%3Fdl%3D0

Levittown Public Schools

Code of Conduct



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Attachment: PROPOSED Code of Conduct 2020-2021_original (3814 : District Code of Conduct)

Levittown Public Schools

Code of Conduct

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, coaches, 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.

"Disruptive student" means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

"Parent" means parent, guardian or person in parental relation to a student.

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

"School Bus" means every motor vehicle owned and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

"School function" means any school-sponsored extra-curricular event or activity.

"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.

"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.

"Race" means a group of persons related by a common descent or heredity.

"Color" refers to the apparent pigmentation of the skin, especially an indication or possible indication of race.

"Weight" refers 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 of the group or a body of persons adhering to a particular set of beliefs and practices.

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“**Sex**” means the biological and physiological characteristics that define men and women.

“**Gender**” means the socially constructed roles, behaviors, activities, and attributes that a given society considers appropriate for men and women.

Sexual orientation means the sex to which a person is sexually attracted.

“**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 gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death.
4. Displays, while on school property or at a school function, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury
5. Threatens, while on school property or at a school function, to use any instrument that appears capable of causing physical injury or death
6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys school district property.

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

“**Extra-Curricular**” and “**Interscholastic activities**” and “**Interscholastic athletics**” means school sponsored activities that are either off school property, extend to before or after the school day, or that occur on holidays or weekends or other times when school is not in session. These activities are not mandated by any curriculum, either as adopted by the Board of Education in Levittown or by any other controlling agency.

“**Intimidation**”, “**Harassment**”, “**Menacing**”, and “**Bullying**” (IHMB) mean threatening, stalking or seeking to coerce or compel a person to do something; intentionally placing or attempting to place another person in fear of imminent physical injury; or engaging in verbal or physical conduct that threatens another with harm, including intimidation through the use of epithets or slurs involving race, ethnicity, national origin, religion, religious practices, gender, sexual orientation, age or disability that substantially disrupts the educational process

Levittown Public Schools – Code of Conduct

“**Cyberbullying**” means the repeated use of information technology, including, but not limited to, e-mail, instant message, blogs, chat rooms, pagers, cell phones, and gaming systems, to deliberately harass, threaten or intimidate others.

“**Sexting**” means sending, receiving or forwarding sexually suggestive nude or nearly nude photos through text message or email.

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, weight, ethnic group, national origin, religion, age, sex, gender identity, 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.
 4. Right to request an investigation regarding discrimination/bullying/harassment.
 5. Right to a safe learning environment.
 6. 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.
- 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. Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.
 3. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
 4. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
 5. Work to develop mechanisms to control their anger.
 6. Ask questions when they do not understand.
 7. Seek help in solving problems that might lead to discipline.
 8. Dress appropriately for school and school functions.
 9. Accept responsibility for their actions.
 10. 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.
 11. 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 parents and the school community.
2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time.
4. Ensure absences are excused.
5. Insist their children be dressed and groomed in a manner consistent with the student dress code.
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school rules and help their children understand them.
8. Convey to their children a supportive attitude toward education and the district.
9. Build good relationships with teachers, other parents and their children's friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Teach their children 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 & Coaches - All district teachers & Coaches 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, which will strengthen students' self-concept and promote confidence to learn.
2. Confront issues of discrimination and harassment in any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
3. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
4. Conduct themselves in a professional way, using socially acceptable language. Examples of unacceptable language is cursing or swearing or using vulgar or abusive language.
5. Be prepared to teach and/or coach
6. Demonstrate interest in teaching and/or coaching and a concern for student achievement, either in the classroom or on the athletic field.
7. Know school policies and rules, and enforce them in a fair and consistent manner. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's attention to a building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.
8. Teachers will communicate to students and parents:
 - a. Course objectives and requirements
 - b. Marking/grading procedures

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- c. Assignment deadlines
 - d. Expectations for students
 - e. Classroom discipline plan.
 - f. Communicate regularly with students, parents and other teachers concerning growth and achievement.
9. Coaches will communicate to students and parents:
- a. Team objectives and requirements
 - b. Practice and game dates
 - c. Expectations of team members
 - d. Coaches will act, intervene and report bullying, harassment and or discrimination
- C. Guidance Counselors & Social Workers
- 1. 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.
 - 2. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
 - 3. Initiate teacher/student/counselor conferences and parent/teacher/student counselor conferences, as necessary, as a way to resolve problems.
 - 4. Regularly review with students their educational progress and career plans.
 - 5. Provide information to assist students with career planning.
 - 6. Encourage students to benefit from the curriculum and extracurricular programs.
- D. Principals
- 1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
 - 2. Need to create an environment that values and teaches respect for all; an environment that is culturally sensitive and models positive behavioral interactions that clearly show that no tolerance exists for certain types of behaviors, including, but not limited to, bullying and harassment.
 - 3. Ensure that students and staff have the opportunity to communicate regularly with the principal and approach the principal for redress of grievances.
 - 4. Evaluate on a regular basis all instructional programs.
 - 5. Support the development of and student participation in appropriate extracurricular activities.
 - 6. Be responsible for enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
 - 7. Ensure that the issues of bullying and cyber bullying are addressed with students throughout the year.
 - 8. 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.

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9. 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. Superintendent
1. Promote a safe, orderly and stimulating school environment, free from intimidation, discrimination and harassment, supporting active teaching and learning.
 2. Create an environment that values and teaches respect for all; an environment that is culturally sensitive and models positive behavioral interactions that clearly show that no tolerance exists for certain types of behaviors including, but not limited to, bullying and harassment.
 3. Review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
 4. Inform the Board about educational trends relating to student discipline.
 5. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs, as well as courses that teach students how to be responsible “digital citizens”.
 6. Work with district administrators in enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
- F. Board of Education
1. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
 2. Adopt and review at least annually the district's code of conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.
 3. Lead by example by conducting Board meetings in a professional, respectful, courteous manner.
 4. 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.
- G. Expectation for Other School Staff
1. 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 or appropriate appearance, language, and behavior in a school setting, which will strengthen students’ self-image and promote confidence to learn.

V. Student Dress Code

The Board of Education requires students to attend school in appropriate dress that meets health and safety standards and does not interfere with the learning process. The Board also requires students to wear appropriate protective gear in certain classes (i.e., home and careers, technology, P.E.).

A student's dress, grooming, appearance and hygiene, including hairstyle, jewelry, make-up, and nails, shall:

1. Be safe, appropriate and not disrupt or interfere with the educational process.
2. Ensure that underwear and torso skin are completely covered with outer clothing.
3. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
4. Not include the wearing of hats and/or any headgear in school, except for medical or religious purposes.
5. Not include items that are vulgar, obscene, libelous, or that denigrate others.
6. Not glorify, promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities, including those related to gang paraphernalia or organizations promoting violence or hatred. Those garments that are sexually suggestive as well, are banned.

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

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

The Superintendent of Schools and other designated administrative personnel shall have the authority to require a student to change his/her attire, should it be deemed inappropriate according to the above guidelines.

VI. Prohibited Student Conduct

The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, district personnel and other members of the school community, and for the care of school facilities and equipment.

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. District personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline. It is expected that District personnel make every effort to have the student learn from the disciplinary experience rather than just punish the student.

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

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

- A. Engage in conduct that is disorderly. Examples of disorderly conduct include:
 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 computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the district's acceptable use policy.
 8. Unauthorized use of cameras, video and audio recording devices.
 9. Unauthorized use of personal communication devices (including cell phones) during the school day, including features such as video and audio recording.
- B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include:
 1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
 2. Lateness for, missing or leaving school without permission.
 3. Skipping detention.
- C. Engage in conduct that is disruptive. Examples of disruptive conduct include:
 1. Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
- D. Engage in conduct that is violent. Examples of violent conduct include:

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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. Engaging in harassing 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 well-being.
 4. Possessing a weapon, while on school district property. Examples of weapons include, but are not limited to: a gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death;
 5. Displaying, while on school district property, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury;
 6. Threatening, while on school district property to use any instrument that appears capable of causing physical injury or death;
 7. Knowingly and 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.
 8. Knowingly and intentionally damaging or destroying school district property.
- E. Engage in any conduct on school district property or during a school sponsored activity that endangers the safety, morals, health or welfare of others. Examples of such conduct include:
1. Lying to school personnel.
 2. Stealing the property of other students, school personnel or any 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, which includes the use of race, color, creed, national origin, religion, gender, sexual orientation or disability as a basis for treating another in a negative manner.
 5. Bullying, which consists of inappropriate persistent behavior including threats or intimidation of others, treating others cruelly, terrorizing, coercing, or habitually insulting, humiliating and/or badgering others.
 6. Harassment, which includes a sufficiently severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be or which a reasonable person would perceive as ridiculing or demeaning.
 7. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
 8. “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.

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9. 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.
 10. Selling, using or possessing obscene material.
 11. Using vulgar or abusive language, cursing or swearing.
 12. Smoking a cigarette, cigar, pipe, electronic cigarette, vape device, or using chewing or smokeless tobacco.
 13. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances, or being under the influence of either. "Illegal substances" include, but are not limited to, inhalants, marijuana, synthetic cannabinoids, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as "designer drugs. "
 14. Inappropriately using or sharing prescription and over-the-counter drugs.
 15. Gambling.
 16. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
 17. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
- F. Engage in misconduct while on a school bus. It is crucial for students to behave appropriately while riding on district buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting harassment, and discrimination will not be tolerated.
- G. Engage in any form of academic misconduct. Examples of academic misconduct include:
1. Plagiarism.
 2. Cheating.
 3. Copying.
 4. Altering records.
 5. Assisting another student in any of the above actions.
- H. Engage in off-campus misconduct that endangers the health and safety of students or staff within the school or substantially disrupts or is likely to substantially disrupt the educational process. Examples of such misconduct include, but are not limited to:.
1. Cyber bullying, which consists of the repeated use of information technology, including, but not limited to, e-mail, instant message, blogs, chat rooms, pagers, cell phones, and gaming systems, to deliberately harass, threaten or intimidate others.
 2. Sexting, which consists of sending, receiving or forwarding sexually suggestive nude or nearly nude photos through text message or email.
 3. Threatening or harassing students or school personnel over the phone or other electronic medium.
 4. Using message boards to convey threats, derogatory comments or post pornographic pictures of students or school personnel.

VII. Reporting Violations

All students are expected to promptly report violations of the code of conduct to a teacher, guidance counselor, the building principal or his or her designee. Any student observing a student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information, immediately to a teacher, the building principal, the principal's designee or the superintendent.

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

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

VIII. 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 of conduct for disciplining students with a disability or presumed to have a disability.

A. Penalties

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

1. Oral warning - any member of the district staff
2. Written warning - bus drivers, hall and lunch monitors, coaches, guidance counselors, teachers, principal, superintendent
3. Written notification to parent - bus driver, hall and lunch monitors, coaches, guidance counselors, teachers, principal, superintendent
4. Detention - teachers, principal, superintendent
5. Suspension from transportation - director of transportation, principal, superintendent
6. Suspension from athletic participation - coaches, principal, superintendent (See Separate section on Extra-Curricular and Athletic participation)
7. Suspension from social or extracurricular activities – activity director, principal, superintendent (See Separate section on Extra-Curricular and Athletic participation)
8. Suspension of other privileges - principal, superintendent
9. In-school suspension - principal, superintendent
10. Removal from classroom by teacher - teachers, principal

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11. Short-term (five days or less) suspension from school - principal, superintendent, Board of Education
12. Long-term (more than five days) suspension from school - superintendent, Board of Education
13. Permanent suspension from school - superintendent, Board of Education.

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 parents are entitled to additional rights before the penalty is imposed. These additional rights are explained below.

1. Detention-Teachers, principals and the superintendent may use after school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention will be imposed as a penalty only after the student's parent 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 building principal'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 will become responsible for seeing that his or her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance; the district will make appropriate arrangements to provide for the student's education. A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the building principal or the principal's designee to discuss the conduct and the penalty involved.
3. Suspension from athletic participation, extracurricular activities and other privileges-See Separate section on Extra-Curricular and Athletic participation
4. In-school suspension-The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes building principals and the superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension." The in-school suspension

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

5. If the student violation involved the use, sale or possession of tobacco, the student may be required to enroll in a smoking cessation program as set forth in Section X (J)(5) of this document (page 26).
6. Teacher disciplinary removal of disruptive students
 - a. A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Such practices may include, but are not limited to:
 - i. short-term "time out" in an elementary classroom or in an administrator's office;
 - ii. sending a student to the principal's office for the remainder of the class time only; or
 - iii. 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.
 - b. On occasion, a student's behavior may become disruptive. For purposes of this code of conduct, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.
 - c. At the request of a teacher, and with the approval of Administration, a disruptive student may be removed from class for up to two days, during which time the student will be placed in a supervised area at the principal's discretion. The removal will apply to the class of the removing teacher only.
 - d. If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being removed and an opportunity to explain

his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class.

- e. If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24 hours.
- f. The teacher must complete a district-established disciplinary removal form or email notification and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the removal form or email. If the principal or designee is not available by the end of the same school day, the teacher must leave the form or email notification with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day.
- g. Within 24-hours after the student's removal, the principal or another district administrator designated by the principal must notify the student's parents, in writing, that the student has been removed from class and why. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the principal or the principal's designee to discuss the reasons for the removal.
- h. 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 parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- i. The principal may require the teacher who ordered the removal to attend the informal conference.
- j. If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal.
- k. 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:
 - i. The charges against the student are not supported by substantial evidence.

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- ii. The student's removal is otherwise in violation of law, including the district's code of conduct.
 - iii. The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed.
- l. The principal or his or her designee may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of removal expires, whichever is less.
 - m. 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.
 - n. Each teacher must keep a complete log (on a district-provided form) for all cases of removal of students from his or her class.
 - o. The principal must keep a log of all removals of students from class.
 - p. Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the principal or the chairperson of the Committee on Special Education that the removal will not violate the student's rights under state or federal law or regulation.

7. Suspension From School

- a. 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.
- b. The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the superintendent and the building principals.
- c. Any staff member may recommend to the superintendent or the principal that a student be suspended. All staff members must immediately report and refer a violent student to the principal or the superintendent for a violation of the code of conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

- d. 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.
 - i. Short-term (5 days or less) suspension from school
 1. When the superintendent or principal (referred to as the “suspending authority”) proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student’s parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.
 2. The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference with the principal. Both the notice and informal conference shall be in the dominant language or mode of communication used by the parents. At the conference, the pupil and the person in parental relation to the pupil shall, be authorized to present the pupil’s version of the event and to ask questions of the complaining witnesses.
 3. 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.
 4. After the conference, the principal shall promptly advise the parents in writing of his or her decision. The principal shall advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the superintendent within five business days, unless they can show extraordinary circumstances precluding them from doing so. The

superintendent shall issue a written decision regarding the appeal within 10 business days of receiving the appeal. If the parents are not satisfied with the superintendent's decision, they must file a written appeal to the Board of Education with the district clerk within 15 business days of the date of the superintendents' 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.

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

1. When the superintendent or building principal determines that a suspension for more than five days may be warranted, he or she shall give reasonable notice to the student and the student's parents of their right to a fair hearing. At the hearing the student shall have the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his or her behalf.
2. The superintendent shall personally hear and determine the proceeding or may, in his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the superintendent. The report of the hearing officer shall be advisory only, and the superintendent may accept all or any part thereof.
3. 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 15 business days of the date of the superintendent's decision, unless the parents can show that extraordinary circumstances precluded them from doing so. The Board may adopt in whole or in part the decision of the superintendent. Final decisions of the Board may be appealed to the Commissioner within 30 days of the decision.

iii. Permanent suspension

1. 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.

e. Minimum Periods of Suspension

i. Students who bring a weapon to school

1. 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.

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

ii. Students who commit violent acts other than bringing a weapon to school

1. Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a weapon onto school property, shall be subject to suspension from school for at least five days. If the proposed penalty is the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the

superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

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

f. Referrals

i. Counseling

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

ii. PINS Petitions

1. 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 that 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.

- iii. Juvenile Delinquents and Juvenile Offenders

1. The superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court
2. Any student under the age of 16 who is found to have brought a weapon to school; or
3. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20 (42)
4. The superintendent is required to refer students aged 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

C. Remote Instruction

In the event that the District must temporarily move to a remote learning environment, the District remains committed to providing a safe and orderly environment where students may receive and district personnel may deliver quality educational services without disruption or interference. [Expectations for student behavior in a virtual classroom](#) are the same as in a regular classroom as set forth in this Code of Conduct.

Disciplinary penalties may include:

- Warning to the student
- Student asked to leave the current online session
- Teacher phone call to parent
- Dean/administrator call to parent
- Student prohibited from participating in online sessions for a period of time
- Student prohibited from participating in online sessions for the remainder of the year

IX. Alternative Instruction

When a teacher removes a student of any age from class, 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 instruction for the student.

X. Extra-Curricular and Athletic Participation

A. Mission Statement

The District recognizes the valuable contribution Extra-Curricular and interscholastic activities make to a student's growth and development. For many students, these activities not only provide learning activities in the social and cognitive domains but also often provide motivation for recalcitrant learners to come to school and actively participate in the academic day. To this end, the Levittown School District (hereinafter referred to as "the District") provides a variety of Extra-Curricular activities that complement the educational and athletic development of each student. Parents/guardians and the school community need to work together to provide these activities for our children. This code is not meant to usurp or restrict the responsibility of parents. The Levittown School District feels very strongly that parents must monitor their own children's behavior and impose their own discipline measures beyond those consequences outlined in this document.

This section applies to any and all Levittown School District students who wish to be involved in Extra-Curricular activities offered by Levittown Schools, including all clubs, organizations and athletics.

Extra-Curricular participation is a privilege that carries with it responsibilities to the school, to the team/club, to the student body, and to the community. When a participant accepts this privilege he/she must also live up to the code of conduct beyond that of the general student body, on and off school property. It is imperative that all students abide by the following:

1. Show pride and respect for their school and for their fellow students whom they represent, by being good citizens, good sports, and good students.
2. Be loyal to the school, its coaching/advisory staff and contribute to team/school spirit.
3. Condition properly so that they can safely and adequately meet the physical demands of a sport.
4. Follow training rules that are established by the school and the coach.
5. Be responsible for all equipment issued, take proper care of it and return it at the proper time.
6. Abide by and respect all decisions of officials.
7. Support all school activities to the best of their ability.

B. Eligibility

Extra-Curricular activities are open to all students of the Levittown School District. No person shall be excluded from participation in, be denied the benefits of, or be discriminated against, under any educational program, or activity, or service, in this district,

on the basis of race, color, sex, national origin, creed or religion, marital status, age, or disability.

C. Participation

1. In order to participate in extracurricular programs, students (Grades 7 - 12) must maintain academic standards as determined by the District.
2. In order to participate in Athletics, the student must attend an anti-hazing presentation at a time and place to be determined by the District's Athletic Director.
3. The District also recognizes the amount of time students have is finite and participation in Extra-Curricular and interscholastic activities may create situations where students are drawn away from their homework and studies by after school activities. Since both issues are important, the District will provide a program of report card monitoring and required extra help when students engaged in Extra-Curricular and/or interscholastic activities are found to be failing, or in jeopardy of failing in their studies. For specific information regarding this issue, refer to Levittown Public Schools Board of Education Regulation #5200, adopted on October 28, 1998 and Revised on February 17, 1999.
4. Except for those instances when a student is attending extra help sessions, attendance at all athletic practices and games is mandatory. Only the coach can excuse an athlete from either practice or games. It is the athlete's responsibility to notify the coach in the event it becomes necessary to miss a practice or a game. In the event of an unauthorized absence from or lateness to a game or practice, the athlete may be suspended from the team. Attending an extra help session is an excused absence.
5. During the participation in practices, meetings, events and games, all injuries must be reported immediately so that the coach/advisor can file the appropriate report. Students should be aware that parental consent must be available for emergency hospital treatment. It is understood that voluntary participation in all sports requires an acceptance of risk of possible injury. Students can help make the game safer by using techniques which are legal and proper and which will not cause injury. The coaching staff is made up of professionals certified by the State who will continually and repeatedly teach techniques that are fundamental to the sport.
6. Club advisors can mandate that a student must participate in a certain number of meetings/events in order to be counted among that club's membership, however students who attend extra help sessions will not have that counted against them, as long as they provide the advisor with proof of attendance at the aforementioned extra help sessions.
7. Students who fail physical education class cannot participate in athletic competition until a passing grade is attained.

D. Transportation

When the school provides transportation, all students will travel to and from the scheduled event on school transportation, unless they are released to their parents or legal guardian due to an emergency or unusual circumstance. The decision to release a student to the parents or legal guardians is at the discretion of the advisor or coach.

E. Vacations/Absences From School

1. If a student misses scheduled events/activities/practices/games due to vacations with parents while school is in session, those absences will be considered unexcused.
2. In the event five consecutive days of school are missed, and a doctor's note stating the student is fit to participate in athletics is not presented, athletes must report to the school nurse and arrange for re-examination by the school physician before he or she may again join the team.
3. A student who has not been legally present in school may not participate in any Extra-Curricular activities, including proms, during that day.

F. Equipment

1. The Board of Education supplies equipment for athletic programs in the district. All equipment issued must be maintained in good condition and returned at the completion of the season, without any alteration by athletes. If lost or damaged, equipment must be replaced or payment must be made to the school district. It is the responsibility of each athlete to safeguard his/her equipment against theft. An athlete may not participate on another team until all equipment is handed in or paid for.
2. The school district is not responsible for students' personal property at Extra-Curricular activities.

G. Student and Parent Contract

1. The privilege of participation carries the responsibility of adherence to the Code of Conduct. As representatives of Levittown Schools, participants are expected to display exemplary conduct at all times, whether or not engaged in a formal activity.
2. Parents, participants and spectators are prohibited from smoking at school-sponsored events and on school grounds, whether it is inside the school or outside on the playing fields.
3. The Code of Conduct establishes the standards expected for participants in all Extra-Curricular activities. Failure to conform to the Code of Conduct will result in appropriate disciplinary action. A student agreement, parental permission slip and interscholastic health information form (athletics only) must be presented prior to Extra-Curricular involvement.

H. Enforcement

The Extra-Curricular Code of Conduct is enforced during the school year, twenty-four (24) hours a day, seven days a week, while participant is enrolled in high school or middle school, **as long as there is a nexus between the student's conduct and school**. The Code is also in effect and enforced during school-supervised Extra-Curricular activities and events occurring over school recesses and the summer break. Consequences for code violations that occur in the summer/off-season will be enforced at the beginning of the school year/season.

I. Code of Conduct Violations**Violation of the Code of Conduct under this section will occur when students:**

1. Conduct themselves in any way that would otherwise be a violation of the Levittown Schools Code of Conduct.
2. Are involved in threatening, hazing activities, and personal misconduct that involves police or court action whether during or outside school hours or sport seasons.
3. Are involved in bullying, cyber-bullying, discrimination or harassment in any form.
4. Attend a party or other gathering (unless accompanied at all times by the participant's parent/guardian) where alcohol or illegal drugs are available for consumption by the participant or any underage individual in attendance. A participant should leave a party or gathering immediately upon knowing of, or detecting by use of any of the participant's senses, the availability of alcohol or illegal drugs at the party or gathering. If a nexus is found to exist between school and the party or gathering, any student who decides to remain at the party or gathering may be questioned about his or her involvement and discipline measures may be enacted if a student has been found to be a participant or organizer during which illegal actions occur.
5. Consume, possess, use, purchase, sell, conceal, or transmit alcohol, any controlled substance, inhalant, paraphernalia, intoxicant, or any illegal drugs on school property or during school-sponsored events.
6. Use, possess or distribute tobacco products on school grounds or at school-sponsored events
7. Use, possess, or distribute firearms, dangerous weapon(s) or explosive devices on school grounds or at school-sponsored events.

J. Code Violation Consequences

In addition to suspension/detentions meted out by school administration, students may be subject to suspension from extracurricular activities, including but not limited to clubs and sports. Students who violate the Drug and Alcohol portion of this Code (offenses #4 and #5 listed above), and who wish to participate in any Extra-Curricular activity must, in addition to any other consequence provided herein, attend Substance Abuse counseling, to be arranged by the school district. Students who violate offense #6, listed above, may continue to participate in Extra-Curricular activities, provided they attend and continue to attend a smoking/tobacco cessation program and do so for a minimum of 10 weeks. Attendance in the program is subject to verification by school personnel.

K. Suspension

Students enrolled in Extra-Curricular activities who are under suspension from school may not participate in practices, contests, productions, performances, meetings, field trips, etc., sponsored by the Extra-Curricular activity.

L. Appeal Panel

1. An administrator shall be appointed by the Principal to investigate suspected violations of the Code of Conduct under this section, and shall render a decision within two weeks.
2. A student/parent may appeal the decision of the Principal or the Principal's designee by requesting review by an Appeal Panel.
3. The principal will establish the Appeal Panel annually. It will include, but is not limited to:
 - ❑ An assistant principal/dean of students
 - ❑ The building athletic director
 - ❑ A guidance counselor
 - ❑ A coach
 - ❑ A co-curricular advisor
 - ❑ The on-site drug and alcohol counselor.
4. The original administrator investigating the claim shall not be a voting member of the committee, but will make a full report as to his or her findings regarding this incident and may be present at all times.
5. A student charged with a violation of this Code will be given a written notice of violation. The student may appear before, and be heard by the Appeal Panel, with or without a representative.
6. The Panel may, in its discretion, conduct further investigation, including requesting the appearance before it, of the alleged violator and/or witnesses with information concerning the alleged violations.
7. Decisions rendered by the Appeal Panel will require a simple majority vote based on the evidence presented.
8. The student may appeal the decision by presenting a written request to the building principal within 2 days after receiving the notice of violation.
9. The Appeal Panel is not bound by formal rules of evidence of procedure in the conduct of its investigations and deliberations, and there is no right on the part of the participant to record the proceedings or to confront or cross-examine witnesses.
10. The Appeal Panel may withhold awards or honors pending its decision.
11. A participant may request review by the Assistant Superintendent for Administration of a decision by the Appeal Panel finding a Code violation. Such a request must be in writing and given to the principal with 2 days of being notified of the Appeal Panel's decision. The participant shall have the right to appear before the Assistant Superintendent for Administration, with or without a representative. The Assistant Superintendent for Administration's decision in the matter is final. Pending the Assistant Superintendent's review and decision, the decision of the Appeal Panel shall remain in full force and effect.

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

A. Authorized Suspensions or Removals of Students with Disabilities

1. For purposes of this section of the code of conduct, the following definitions apply
 - a. 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. "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."
 - d. "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.
 - e. "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.

2. School personnel may order the suspension or removal of a student with a disability from his or her current educational placement as follows:
 - a. The Board, the district (BOCES) superintendent of schools or a building 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, subject to the provisions of paragraph 4(d) of this Section.
 - 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 (a) carries or possesses a weapon to school or to a school function, (b) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function, or (c) causes serious bodily injury to another student or staff member.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 days at a time, if maintaining the student in his or her current educational placement poses a risk of harm to the student or others.
4. Change of Placement Rule
 - a. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
 - b. for more than 10 consecutive school days; or

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- c. 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.
- d. 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, if the Manifestation Team has determined that the behavior was not a manifestation of the student's disability, or if the student is placed in an IAES for behavior involving weapons, illegal drugs or controlled substances or causing bodily injury to others.

B. 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.
 - b. If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from his or her current educational placement for more than 10 school days in a school year is subjected to a suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary.
 - c. 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.
2. The parents of a student who is facing disciplinary action, but who has not been determined to be eligible for services under IDEA and Article 89 at the time of misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state laws and regulations if, in accordance with federal and state statutory and regulatory criteria, the school district is deemed to have had knowledge that their child was a student with a disability before the behavior precipitating disciplinary

- action occurred. If the district is deemed to have had such knowledge, the student will be considered a student presumed to have a disability for discipline purposes.
- a. The superintendent, building principal or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
 - b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the district had knowledge the student was a student with a disability, the district either:
 - i. conducted an individual evaluation and determined that the student is not a student with a disability, or
 - ii. determined that an evaluation was not necessary and provided notice to the parents of such determination, in the manner required by applicable law and regulations.
 - c. 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.
3. 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 laws 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.
 4. The district shall provide parents with notice of disciplinary removal no later than the date on which a decision is made to change the placement of a student with a disability to an IAES for either misconduct involving weapons, illegal drugs or controlled substances or serious bodily injury 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.
 5. The parents of a student with disabilities subject to a suspension of five consecutive school days or less shall be provided with the same opportunity for an informal conference available to parents of non-disabled students under the Education Law.
 6. 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

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- phase and a penalty phase in accordance with the procedures set forth in the Commissioner's regulations incorporated into this code.
7. 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 Manifestation Team has determined that the behavior is not a manifestation of the student's disability.
 8. 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.

C. Expedited Due Process Hearings

1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into this code, if:
 - a. The district requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his or her current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his or her current educational placement during such proceedings.
 - b. The parent requests such a hearing from a determination that the student's behavior was not a manifestation of the student's disability, or relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.
 - i. During the pendency of an expedited due process hearing or appeal regarding the placement of a student in an IAES for behavior involving weapons, illegal drugs or controlled substances, serious bodily injury, or on grounds of dangerousness, or regarding a determination that the behavior is not a manifestation of the student's disability for a student who has been placed in an IAES, the student shall remain in the IAES pending the decision of the impartial hearing officer or until expiration of the IAES placement, whichever occurs first, unless the parents and the district agree otherwise.
 - ii. If school personnel propose to change the student's placement after expiration of an IAES placement, during the pendency of any proceeding to challenge the proposed change in placement, the student shall remain in the placement prior to removal to the IAES, except where the student is again placed in an IAES.

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2. An expedited due process hearing shall be completed within 15 business days of receipt of the request for a hearing. Although the impartial hearing officer may grant specific extensions of such time period, he or she must mail a written decision to the district and the parents within five business days after the last hearing date, and in no event later than 45 calendar days after receipt of the request for a hearing, without exceptions or extensions.
3. Referral to law enforcement and judicial authorities
 - a. 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 which a crime is reported.

XII. Corporal Punishment

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

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

An authorized school 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.

The building principal (or, in the absence of, the principal's designee) 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. Strip searches of students are prohibited.

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

A. Cars/Vehicles

All vehicles entering school grounds shall be subject to search to ensure the safety and security of students, staff, and visitors. Students who are issued a parking permit are subject to all applicable District rules and regulations and are subject to search by authorized school officials and District Campus Patrol Security Officers if there is a reasonable suspicion that the search would turn up evidence that the student broke the law or school rules.

B. Student Lockers, Desks and other School Storage Places

The rules in this code of conduct regarding searches of students and their belongings do not apply to student lockers, desks and other school storage places. Students have no reasonable expectation of privacy with respect to these places and school officials retain complete control over them. This means 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.

C. Documentation of Searches

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

1. Name, age and grade of student searched.
2. Reasons for the search.
3. Name of any informant(s).
4. Purpose of search (that is, what item(s) were being sought).
5. Type and scope of search.
6. Person conducting search and his or her title and position.
7. Witnesses, if any, to the search.
8. Time and location of search.
9. Results of search (that is, what 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 or 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 or 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 or her designee shall first try to notify the student's parent to give the parent the opportunity to be present during the police questioning or search. If the student's parent cannot be contacted prior to

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the police questioning or search, the questioning or search shall not be conducted. 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.

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 building principal or his or her designee. The principal or his or 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 or 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 or 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 immediate danger of abuse if not he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to immediate danger of abuse, the worker may remove the student without a court order and without the parent's consent upon providing the District with a signed written statement to that effect.

XIV. Visitors to the Schools

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

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must be cleared through the security vestibule upon arrival. There they will be required to present photo ID 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 security desk before leaving the building.
3. Any unauthorized person on school property will be reported to the principal or his or her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
4. All visitors are expected to follow the directions of district staff members during safety drills (fire, lockdown, etc.)
5. All visitors are expected to abide by the rules for public conduct on school property contained in this code of conduct.

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 students, teachers and district personnel.

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

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

A. Prohibited Conduct

No person, either alone or with others, shall:

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

Levittown Public Schools – Code of Conduct

15. Violate any federal or state statute, local ordinance or Board policy while on school property or while at a school function.

B. Penalties

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

1. Visitors - Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection and possible criminal prosecution.
2. Students - They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured faculty members - They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020-a or any other legal rights that they may have.
4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law §75 - They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.
5. Staff members other than those described in subdivisions 4 and 5 - They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

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

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

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

XVI. Dissemination and Review**A. Dissemination of Code of Conduct**

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

1. The code of conduct will be reviewed with students at the beginning of each school year.
2. The code of conduct will be made available to all parents at the beginning of the school year.
3. A summary of the code of conduct written in plain language will be mailed to all parents of district students before the beginning of the school year and making this summary available later upon request.
4. The code of conduct will be made available to all current teachers and other staff members..
5. Providing all new employees with a copy of the current code of conduct when they are first hired.
6. Copies of the code will be available for review by students, parents and other community members.

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

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

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

The 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 adoption.

The code of conduct and any amendments to it will be filed with the Commissioner no later than 30 days of adoption.

Levittown School District Extra-Curricular Code of Conduct

Student/Parent/School Contract

PARENT AND STUDENT MUST SIGN BELOW

I have read and understand the Levittown School District Extra-Curricular Code of Conduct and this form. I accept my responsibilities to them.

Signature of Student

Date

I have read and understand the Levittown School District Extra-Curricular Code of Conduct and this form. I accept my responsibilities to them. I request and give my permission for _____ to participate in any and all Extra-Curricular activities.

Signature of Parent

Date

A student/athlete may not participate in try-outs, practice or contests until this signed permission form is on file with the school. Please sign above, detach from the Code of Conduct, and return this form to the coach/club advisor.

Attachment: PROPOSED Code of Conduct 2020-2021_original (3814 : District Code of Conduct)

LEVITTOWN PUBLIC SCHOOLS
Code of Conduct Summary - September 2020

This summary of the school district Code of Conduct has been developed as required by the New York State SAVE Act and will be distributed to students and parents at the beginning of the school year. The entire code is available at the Levittown District Website (www.Levittownschoools.com). This Code has been adopted by the Board of Education and submitted to the New York State Education Department as required by law. The Code applies to all students, school personnel, parents, and other visitors when on school property (including school buses and vehicles) or attending school functions and extracurricular activities. The Code contains the following provisions:

- Appropriate conduct, dress and language when on school property, including school functions and extracurricular activities as well as appropriate range of disciplinary procedures that may be imposed for violations of the Code.
- Acceptable civil and respectful treatment of teachers, administrators, other school personnel, students, and visitors on school property or at school functions and extracurricular activities as well as roles of teachers, coaches, administrators, other school personnel, the Board of Education and parents.
- Standards and procedures to assure the security and safety of students and school personnel.
- Provisions for the removal from the classroom, school property (including school functions and extracurricular activities) detention, suspension of students or other persons who violate the Code or who possess or use illegal substances or weapons, use of physical force, vandalize school property, or violate another student's civil rights, or threaten violence.
- Provisions for the removal of students from the classroom, including plans to ensure continued educational programming and activities for such students.
- Procedures by which violations are reported, determined, discipline measures imposed, and such measures carried out.
- Procedures by which students may be suspended or removed from participation in extracurricular activities, including sports.
- Procedures by which students may be disciplined in school for events that take place out of school when a connection to school exists.
- Provisions that ensure that enforcement of the Code is in compliance with state and federal laws relating to students with disabilities.
- Procedures for notifying local law enforcement agencies of Code violations which constitute a crime.
- Provisions for notifying persons in parental relation to the student of Code violations by the student.
- Provisions and procedures by which a complaint in criminal court, a juvenile delinquency petition or person in need of supervision petition as defined in Article Three and Seven of the Family Court Act will be filed.
- Circumstances under and procedures by which referral to appropriate human services agencies will be made.
- A minimum suspension period, for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom will be suspended from school for at least five days. The suspending authority may reduce such period on a case-by-case basis to be consistent with any other state or federal laws.
- Provisions by which students may be searched.

Please review the Code of Conduct on the district website and then sign and return the portion below:

I have read and understand the complete version of the Levittown School District Code of Conduct from the district website :

Student Name (please print): _____ School _____

Student Signature

Date

Parent/Guardian Signature

Date

Please return this tear-off to your child's classroom teacher (elementary) or 1st period teacher (secondary) no later than September 18, 2020.

Thank you.

Levittown Public Schools

Code of Conduct



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Attachment: PROPOSED Code of Conduct 2020-2021_track changes (3814 : District Code of Conduct)

Levittown Public Schools

Code of Conduct

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, coaches, 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.

"Disruptive student" means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

"Parent" means parent, guardian or person in parental relation to a student.

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

"School Bus" means every motor vehicle owned and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

"School function" means any school-sponsored extra-curricular event or activity.

"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.

"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.

"Race" means a group of persons related by a common descent or heredity.

"Color" refers to the apparent pigmentation of the skin, especially an indication or possible indication of race.

"Weight" refers 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 of the group or a body of persons adhering to a particular set of beliefs and practices.

“**Sex**” means the biological and physiological characteristics that define men and women.

“**Gender**” means the socially constructed roles, behaviors, activities, and attributes that a given society considers appropriate for men and women.

Sexual orientation means the sex to which a person is sexually attracted.

“**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 gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death.
4. Displays, while on school property or at a school function, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury
5. Threatens, while on school property or at a school function, to use any instrument that appears capable of causing physical injury or death
6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys school district property.

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

“**Extra-Curricular**” and “**Interscholastic activities**” and “**Interscholastic athletics**” means school sponsored activities that are either off school property, extend to before or after the school day, or that occur on holidays or weekends or other times when school is not in session. These activities are not mandated by any curriculum, either as adopted by the Board of Education in Levittown or by any other controlling agency.

“**Intimidation**”, “**Harassment**”, “**Menacing**”, and “**Bullying**” (IHMB) mean threatening, stalking or seeking to coerce or compel a person to do something; intentionally placing or attempting to place another person in fear of imminent physical injury; or engaging in verbal or physical conduct that threatens another with harm, including intimidation through the use of epithets or slurs involving race, ethnicity, national origin, religion, religious practices, gender, sexual orientation, age or disability that substantially disrupts the educational process

Levittown Public Schools – Code of Conduct

“**Cyberbullying**” means the repeated use of information technology, including, but not limited to, e-mail, instant message, blogs, chat rooms, pagers, cell phones, and gaming systems, to deliberately harass, threaten or intimidate others.

“**Sexting**” means sending, receiving or forwarding sexually suggestive nude or nearly nude photos through text message or email.

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, weight, ethnic group, national origin, religion, age, sex, gender identity, 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.
 4. Right to request an investigation regarding discrimination/bullying/harassment.
 5. Right to a safe learning environment.
 6. 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.
- 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. Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.
 3. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
 4. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
 5. Work to develop mechanisms to control their anger.
 6. Ask questions when they do not understand.
 7. Seek help in solving problems that might lead to discipline.
 8. Dress appropriately for school and school functions.
 9. Accept responsibility for their actions.
 10. 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.
 11. 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 parents and the school community.
2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time.
4. Ensure absences are excused.
5. Insist their children be dressed and groomed in a manner consistent with the student dress code.
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school rules and help their children understand them.
8. Convey to their children a supportive attitude toward education and the district.
9. Build good relationships with teachers, other parents and their children's friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Teach their children 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 & Coaches - All district teachers & Coaches 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, which will strengthen students' self-concept and promote confidence to learn.
2. Confront issues of discrimination and harassment in any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
3. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
4. Conduct themselves in a professional way, using socially acceptable language. Examples of unacceptable language is cursing or swearing or using vulgar or abusive language.
5. Be prepared to teach and/or coach
6. Demonstrate interest in teaching and/or coaching and a concern for student achievement, either in the classroom or on the athletic field.
7. Know school policies and rules, and enforce them in a fair and consistent manner. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's attention to a building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.
8. Teachers will communicate to students and parents:
 - a. Course objectives and requirements
 - b. Marking/grading procedures

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- c. Assignment deadlines
 - d. Expectations for students
 - e. Classroom discipline plan.
 - f. Communicate regularly with students, parents and other teachers concerning growth and achievement.
9. Coaches will communicate to students and parents:
- a. Team objectives and requirements
 - b. Practice and game dates
 - c. Expectations of team members
 - d. Coaches will act, intervene and report bullying, harassment and or discrimination
- C. Guidance Counselors & Social Workers
- 1. 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.
 - 2. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
 - 3. Initiate teacher/student/counselor conferences and parent/teacher/student counselor conferences, as necessary, as a way to resolve problems.
 - 4. Regularly review with students their educational progress and career plans.
 - 5. Provide information to assist students with career planning.
 - 6. Encourage students to benefit from the curriculum and extracurricular programs.
- D. Principals
- 1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
 - 2. Need to create an environment that values and teaches respect for all; an environment that is culturally sensitive and models positive behavioral interactions that clearly show that no tolerance exists for certain types of behaviors, including, but not limited to, bullying and harassment.
 - 3. Ensure that students and staff have the opportunity to communicate regularly with the principal and approach the principal for redress of grievances.
 - 4. Evaluate on a regular basis all instructional programs.
 - 5. Support the development of and student participation in appropriate extracurricular activities.
 - 6. Be responsible for enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
 - 7. Ensure that the issues of bullying and cyber bullying are addressed with students throughout the year.
 - 8. 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.

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9. 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. Superintendent
1. Promote a safe, orderly and stimulating school environment, free from intimidation, discrimination and harassment, supporting active teaching and learning.
 2. Create an environment that values and teaches respect for all; an environment that is culturally sensitive and models positive behavioral interactions that clearly show that no tolerance exists for certain types of behaviors including, but not limited to, bullying and harassment.
 3. Review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
 4. Inform the Board about educational trends relating to student discipline.
 5. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs, as well as courses that teach students how to be responsible “digital citizens”.
 6. Work with district administrators in enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
- F. Board of Education
1. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
 2. Adopt and review at least annually the district's code of conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.
 3. Lead by example by conducting Board meetings in a professional, respectful, courteous manner.
 4. 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.
- G. Expectation for Other School Staff
1. 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 or appropriate appearance, language, and behavior in a school setting, which will strengthen students’ self-image and promote confidence to learn.

V. Student Dress Code

The Board of Education requires students to attend school in appropriate dress that meets health and safety standards and does not interfere with the learning process. The Board also requires students to wear appropriate protective gear in certain classes (i.e., home and careers, technology, P.E.).

A student's dress, grooming, appearance and hygiene, including hairstyle, jewelry, make-up, and nails, shall:

1. Be safe, appropriate and not disrupt or interfere with the educational process.
2. Ensure that underwear and torso skin are completely covered with outer clothing.
3. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
4. Not include the wearing of hats and/or any headgear in school, except for medical or religious purposes.
5. Not include items that are vulgar, obscene, libelous, or that denigrate others.
6. Not glorify, promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities, including those related to gang paraphernalia or organizations promoting violence or hatred. Those garments that are sexually suggestive as well, are banned.

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

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

The Superintendent of Schools and other designated administrative personnel shall have the authority to require a student to change his/her attire, should it be deemed inappropriate according to the above guidelines.

VI. Prohibited Student Conduct

The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, district personnel and other members of the school community, and for the care of school facilities and equipment.

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. District personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline. It is expected that District personnel make every effort to have the student learn from the disciplinary experience rather than just punish the student.

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

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

- A. Engage in conduct that is disorderly. Examples of disorderly conduct include:
 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 computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the district's acceptable use policy.
 8. Unauthorized use of cameras, video and audio recording devices.
 9. Unauthorized use of personal communication devices (including cell phones) during the school day, including features such as video and audio recording.
- B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include:
 1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
 2. Lateness for, missing or leaving school without permission.
 3. Skipping detention.
- C. Engage in conduct that is disruptive. Examples of disruptive conduct include:
 1. Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
- D. Engage in conduct that is violent. Examples of violent conduct include:

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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. Engaging in harassing 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 well-being.
 4. Possessing a weapon, while on school district property. Examples of weapons include, but are not limited to: a gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death;
 5. Displaying, while on school district property, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury;
 6. Threatening, while on school district property to use any instrument that appears capable of causing physical injury or death;
 7. Knowingly and 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.
 8. Knowingly and intentionally damaging or destroying school district property.
- E. Engage in any conduct on school district property or during a school sponsored activity that endangers the safety, morals, health or welfare of others. Examples of such conduct include:
1. Lying to school personnel.
 2. Stealing the property of other students, school personnel or any 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, which includes the use of race, color, creed, national origin, religion, gender, sexual orientation or disability as a basis for treating another in a negative manner.
 5. Bullying, which consists of inappropriate persistent behavior including threats or intimidation of others, treating others cruelly, terrorizing, coercing, or habitually insulting, humiliating and/or badgering others.
 6. Harassment, which includes a sufficiently severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be or which a reasonable person would perceive as ridiculing or demeaning.
 7. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
 8. “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.

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9. 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.
 10. Selling, using or possessing obscene material.
 11. Using vulgar or abusive language, cursing or swearing.
 12. Smoking a cigarette, cigar, pipe, electronic cigarette, vape device, or using chewing or smokeless tobacco.
 13. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances, or being under the influence of either. "Illegal substances" include, but are not limited to, inhalants, marijuana, synthetic cannabinoids, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as "designer drugs. "
 14. Inappropriately using or sharing prescription and over-the-counter drugs.
 15. Gambling.
 16. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
 17. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
- F. Engage in misconduct while on a school bus. It is crucial for students to behave appropriately while riding on district buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting harassment, and discrimination will not be tolerated.
- G. Engage in any form of academic misconduct. Examples of academic misconduct include:
1. Plagiarism.
 2. Cheating.
 3. Copying.
 4. Altering records.
 5. Assisting another student in any of the above actions.
- H. Engage in off-campus misconduct that endangers the health and safety of students or staff within the school or substantially disrupts or is likely to substantially disrupt the educational process. Examples of such misconduct include, but are not limited to:.
1. Cyber bullying, which consists of the repeated use of information technology, including, but not limited to, e-mail, instant message, blogs, chat rooms, pagers, cell phones, and gaming systems, to deliberately harass, threaten or intimidate others.
 2. Sexting, which consists of sending, receiving or forwarding sexually suggestive nude or nearly nude photos through text message or email.
 3. Threatening or harassing students or school personnel over the phone or other electronic medium.
 4. Using message boards to convey threats, derogatory comments or post pornographic pictures of students or school personnel.

VII. Reporting Violations

All students are expected to promptly report violations of the code of conduct to a teacher, guidance counselor, the building principal or his or her designee. Any student observing a student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information, immediately to a teacher, the building principal, the principal's designee or the superintendent.

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

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

VIII. 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 of conduct for disciplining students with a disability or presumed to have a disability.

A. Penalties

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

1. Oral warning - any member of the district staff
2. Written warning - bus drivers, hall and lunch monitors, coaches, guidance counselors, teachers, principal, superintendent
3. Written notification to parent - bus driver, hall and lunch monitors, coaches, guidance counselors, teachers, principal, superintendent
4. Detention - teachers, principal, superintendent
5. Suspension from transportation - director of transportation, principal, superintendent
6. Suspension from athletic participation - coaches, principal, superintendent (See Separate section on Extra-Curricular and Athletic participation)
7. Suspension from social or extracurricular activities – activity director, principal, superintendent (See Separate section on Extra-Curricular and Athletic participation)
8. Suspension of other privileges - principal, superintendent
9. In-school suspension - principal, superintendent
10. Removal from classroom by teacher - teachers, principal

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11. Short-term (five days or less) suspension from school - principal, superintendent, Board of Education
12. Long-term (more than five days) suspension from school - superintendent, Board of Education
13. Permanent suspension from school - superintendent, Board of Education.

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 parents are entitled to additional rights before the penalty is imposed. These additional rights are explained below.

1. Detention-Teachers, principals and the superintendent may use after school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention will be imposed as a penalty only after the student's parent 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 building principal'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 will become responsible for seeing that his or her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance; the district will make appropriate arrangements to provide for the student's education. A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the building principal or the principal's designee to discuss the conduct and the penalty involved.
3. Suspension from athletic participation, extracurricular activities and other privileges-See Separate section on Extra-Curricular and Athletic participation
4. In-school suspension-The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes building principals and the superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension." The in-school suspension

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

5. If the student violation involved the use, sale or possession of tobacco, the student may be required to enroll in a smoking cessation program as set forth in Section X (J)(5) of this document (page 26).
6. Teacher disciplinary removal of disruptive students
 - a. A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Such practices may include, but are not limited to:
 - i. short-term "time out" in an elementary classroom or in an administrator's office;
 - ii. sending a student to the principal's office for the remainder of the class time only; or
 - iii. 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.
 - b. On occasion, a student's behavior may become disruptive. For purposes of this code of conduct, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.
 - c. At the request of a teacher, and with the approval of Administration, a disruptive student may be removed from class for up to two days, during which time the student will be placed in a supervised area at the principal's discretion. The removal will apply to the class of the removing teacher only.
 - d. If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being removed and an opportunity to explain

his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class.

- e. If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24 hours.
- f. The teacher must complete a district-established disciplinary removal form or email notification and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the removal form or email. If the principal or designee is not available by the end of the same school day, the teacher must leave the form or email notification with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day.
- g. Within 24-hours after the student's removal, the principal or another district administrator designated by the principal must notify the student's parents, in writing, that the student has been removed from class and why. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the principal or the principal's designee to discuss the reasons for the removal.
- h. 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 parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- i. The principal may require the teacher who ordered the removal to attend the informal conference.
- j. If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal.
- k. 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:
 - i. The charges against the student are not supported by substantial evidence.

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- ii. The student's removal is otherwise in violation of law, including the district's code of conduct.
 - iii. The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed.
- l. The principal or his or her designee may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of removal expires, whichever is less.
 - m. 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.
 - n. Each teacher must keep a complete log (on a district-provided form) for all cases of removal of students from his or her class.
 - o. The principal must keep a log of all removals of students from class.
 - p. Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the principal or the chairperson of the Committee on Special Education that the removal will not violate the student's rights under state or federal law or regulation.

7. Suspension From School

- a. 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.
- b. The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the superintendent and the building principals.
- c. Any staff member may recommend to the superintendent or the principal that a student be suspended. All staff members must immediately report and refer a violent student to the principal or the superintendent for a violation of the code of conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

- d. 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.
 - i. Short-term (5 days or less) suspension from school
 1. When the superintendent or principal (referred to as the “suspending authority”) proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student’s parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.
 2. The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference with the principal. Both the notice and informal conference shall be in the dominant language or mode of communication used by the parents. At the conference, the pupil and the person in parental relation to the pupil shall, be authorized to present the pupil’s version of the event and to ask questions of the complaining witnesses.
 3. 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.
 4. After the conference, the principal shall promptly advise the parents in writing of his or her decision. The principal shall advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the superintendent within five business days, unless they can show extraordinary circumstances precluding them from doing so. The

superintendent shall issue a written decision regarding the appeal within 10 business days of receiving the appeal. If the parents are not satisfied with the superintendent's decision, they must file a written appeal to the Board of Education with the district clerk within 15 business days of the date of the superintendents' 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.

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

1. When the superintendent or building principal determines that a suspension for more than five days may be warranted, he or she shall give reasonable notice to the student and the student's parents of their right to a fair hearing. At the hearing the student shall have the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his or her behalf.
2. The superintendent shall personally hear and determine the proceeding or may, in his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the superintendent. The report of the hearing officer shall be advisory only, and the superintendent may accept all or any part thereof.
3. 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 15 business days of the date of the superintendent's decision, unless the parents can show that extraordinary circumstances precluded them from doing so. The Board may adopt in whole or in part the decision of the superintendent. Final decisions of the Board may be appealed to the Commissioner within 30 days of the decision.

iii. Permanent suspension

1. 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.

e. Minimum Periods of Suspension

i. Students who bring a weapon to school

1. 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.

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

ii. Students who commit violent acts other than bringing a weapon to school

1. Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a weapon onto school property, shall be subject to suspension from school for at least five days. If the proposed penalty is the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the

superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

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

f. Referrals

i. Counseling

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

ii. PINS Petitions

1. 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 that 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.

iii. Juvenile Delinquents and Juvenile Offenders

1. The superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court
2. Any student under the age of 16 who is found to have brought a weapon to school; or
3. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20 (42)
4. The superintendent is required to refer students aged 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

C. Remote Instruction

In the event that the District must temporarily move to a remote learning environment, the District remains committed to providing a safe and orderly environment where students may receive and district personnel may deliver quality educational services without disruption or interference. Expectations for student behavior in a virtual classroom are the same as in a regular classroom as set forth in this Code of Conduct.

Disciplinary penalties may include:

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- Warning to the student
- Student asked to leave the current online session
- Teacher phone call to parent
- Dean/administrator call to parent
- Student prohibited from participating in online sessions for a period of time
- Student prohibited from participating in online sessions for the remainder of the year
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IX. Alternative Instruction

When a teacher removes a student of any age from class, 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 instruction for the student.

X. Extra-Curricular and Athletic Participation

A. Mission Statement

The District recognizes the valuable contribution Extra-Curricular and interscholastic activities make to a student's growth and development. For many students, these activities not only provide learning activities in the social and cognitive domains but also often provide motivation for recalcitrant learners to come to school and actively participate in the academic day. To this end, the Levittown School District (hereinafter referred to as "the District") provides a variety of Extra-Curricular activities that complement the educational and athletic development of each student. Parents/guardians and the school community need to work together to provide these activities for our children. This code is not meant to usurp or restrict the responsibility of parents. The Levittown School District feels very strongly that parents must monitor their own children's behavior and impose their own discipline measures beyond those consequences outlined in this document.

This section applies to any and all Levittown School District students who wish to be involved in Extra-Curricular activities offered by Levittown Schools, including all clubs, organizations and athletics.

Extra-Curricular participation is a privilege that carries with it responsibilities to the school, to the team/club, to the student body, and to the community. When a participant accepts this privilege he/she must also live up to the code of conduct beyond that of the general student body, on and off school property. It is imperative that all students abide by the following:

1. Show pride and respect for their school and for their fellow students whom they represent, by being good citizens, good sports, and good students.
2. Be loyal to the school, its coaching/advisory staff and contribute to team/school spirit.
3. Condition properly so that they can safely and adequately meet the physical demands of a sport.
4. Follow training rules that are established by the school and the coach.
5. Be responsible for all equipment issued, take proper care of it and return it at the proper time.
6. Abide by and respect all decisions of officials.
7. Support all school activities to the best of their ability.

B. Eligibility

Extra-Curricular activities are open to all students of the Levittown School District. No person shall be excluded from participation in, be denied the benefits of, or be discriminated against, under any educational program, or activity, or service, in this district,

on the basis of race, color, sex, national origin, creed or religion, marital status, age, or disability.

C. Participation

1. In order to participate in extracurricular programs, students (Grades 7 - 12) must maintain academic standards as determined by the District.
2. In order to participate in Athletics, the student must attend an anti-hazing presentation at a time and place to be determined by the District's Athletic Director.
3. The District also recognizes the amount of time students have is finite and participation in Extra-Curricular and interscholastic activities may create situations where students are drawn away from their homework and studies by after school activities. Since both issues are important, the District will provide a program of report card monitoring and required extra help when students engaged in Extra-Curricular and/or interscholastic activities are found to be failing, or in jeopardy of failing in their studies. For specific information regarding this issue, refer to Levittown Public Schools Board of Education Regulation #5200, adopted on October 28, 1998 and Revised on February 17, 1999.
4. Except for those instances when a student is attending extra help sessions, attendance at all athletic practices and games is mandatory. Only the coach can excuse an athlete from either practice or games. It is the athlete's responsibility to notify the coach in the event it becomes necessary to miss a practice or a game. In the event of an unauthorized absence from or lateness to a game or practice, the athlete may be suspended from the team. Attending an extra help session is an excused absence.
5. During the participation in practices, meetings, events and games, all injuries must be reported immediately so that the coach/advisor can file the appropriate report. Students should be aware that parental consent must be available for emergency hospital treatment. It is understood that voluntary participation in all sports requires an acceptance of risk of possible injury. Students can help make the game safer by using techniques which are legal and proper and which will not cause injury. The coaching staff is made up of professionals certified by the State who will continually and repeatedly teach techniques that are fundamental to the sport.
6. Club advisors can mandate that a student must participate in a certain number of meetings/events in order to be counted among that club's membership, however students who attend extra help sessions will not have that counted against them, as long as they provide the advisor with proof of attendance at the aforementioned extra help sessions.
7. Students who fail physical education class cannot participate in athletic competition until a passing grade is attained.

D. Transportation

When the school provides transportation, all students will travel to and from the scheduled event on school transportation, unless they are released to their parents or legal guardian due to an emergency or unusual circumstance. The decision to release a student to the parents or legal guardians is at the discretion of the advisor or coach.

E. Vacations/Absences From School

1. If a student misses scheduled events/activities/practices/games due to vacations with parents while school is in session, those absences will be considered unexcused.
2. In the event five consecutive days of school are missed, and a doctor's note stating the student is fit to participate in athletics is not presented, athletes must report to the school nurse and arrange for re-examination by the school physician before he or she may again join the team.
3. A student who has not been legally present in school may not participate in any Extra-Curricular activities, including proms, during that day.

F. Equipment

1. The Board of Education supplies equipment for athletic programs in the district. All equipment issued must be maintained in good condition and returned at the completion of the season, without any alteration by athletes. If lost or damaged, equipment must be replaced or payment must be made to the school district. It is the responsibility of each athlete to safeguard his/her equipment against theft. An athlete may not participate on another team until all equipment is handed in or paid for.
2. The school district is not responsible for students' personal property at Extra-Curricular activities.

G. Student and Parent Contract

1. The privilege of participation carries the responsibility of adherence to the Code of Conduct. As representatives of Levittown Schools, participants are expected to display exemplary conduct at all times, whether or not engaged in a formal activity.
2. Parents, participants and spectators are prohibited from smoking at school-sponsored events and on school grounds, whether it is inside the school or outside on the playing fields.
3. The Code of Conduct establishes the standards expected for participants in all Extra-Curricular activities. Failure to conform to the Code of Conduct will result in appropriate disciplinary action. A student agreement, parental permission slip and interscholastic health information form (athletics only) must be presented prior to Extra-Curricular involvement.

H. Enforcement

The Extra-Curricular Code of Conduct is enforced during the school year, twenty-four (24) hours a day, seven days a week, while participant is enrolled in high school or middle school, **as long as there is a nexus between the student's conduct and school**. The Code is also in effect and enforced during school-supervised Extra-Curricular activities and events occurring over school recesses and the summer break. Consequences for code violations that occur in the summer/off-season will be enforced at the beginning of the school year/season.

I. Code of Conduct Violations

Violation of the Code of Conduct under this section will occur when students:

1. Conduct themselves in any way that would otherwise be a violation of the Levittown Schools Code of Conduct.
2. Are involved in threatening, hazing activities, and personal misconduct that involves police or court action whether during or outside school hours or sport seasons.
3. Are involved in bullying, cyber-bullying, discrimination or harassment in any form.
4. Attend a party or other gathering (unless accompanied at all times by the participant's parent/guardian) where alcohol or illegal drugs are available for consumption by the participant or any underage individual in attendance. A participant should leave a party or gathering immediately upon knowing of, or detecting by use of any of the participant's senses, the availability of alcohol or illegal drugs at the party or gathering. If a nexus is found to exist between school and the party or gathering, any student who decides to remain at the party or gathering may be questioned about his or her involvement and discipline measures may be enacted if a student has been found to be a participant or organizer during which illegal actions occur.
5. Consume, possess, use, purchase, sell, conceal, or transmit alcohol, any controlled substance, inhalant, paraphernalia, intoxicant, or any illegal drugs on school property or during school-sponsored events.
6. Use, possess or distribute tobacco products on school grounds or at school-sponsored events
7. Use, possess, or distribute firearms, dangerous weapon(s) or explosive devices on school grounds or at school-sponsored events.

J. Code Violation Consequences

In addition to suspension/detentions meted out by school administration, students may be subject to suspension from extracurricular activities, including but not limited to clubs and sports. Students who violate the Drug and Alcohol portion of this Code (offenses #4 and #5 listed above), and who wish to participate in any Extra-Curricular activity must, in addition to any other consequence provided herein, attend Substance Abuse counseling, to be arranged by the school district. Students who violate offense #6, listed above, may continue to participate in Extra-Curricular activities, provided they attend and continue to attend a smoking/tobacco cessation program and do so for a minimum of 10 weeks. Attendance in the program is subject to verification by school personnel.

K. Suspension

Students enrolled in Extra-Curricular activities who are under suspension from school may not participate in practices, contests, productions, performances, meetings, field trips, etc., sponsored by the Extra-Curricular activity.

L. Appeal Panel

1. An administrator shall be appointed by the Principal to investigate suspected violations of the Code of Conduct under this section, and shall render a decision within two weeks.
2. A student/parent may appeal the decision of the Principal or the Principal's designee by requesting review by an Appeal Panel.
3. The principal will establish the Appeal Panel annually. It will include, but is not limited to:
 - ❑ An assistant principal/dean of students
 - ❑ The building athletic director
 - ❑ A guidance counselor
 - ❑ A coach
 - ❑ A co-curricular advisor
 - ❑ The on-site drug and alcohol counselor.
4. The original administrator investigating the claim shall not be a voting member of the committee, but will make a full report as to his or her findings regarding this incident and may be present at all times.
5. A student charged with a violation of this Code will be given a written notice of violation. The student may appear before, and be heard by the Appeal Panel, with or without a representative.
6. The Panel may, in its discretion, conduct further investigation, including requesting the appearance before it, of the alleged violator and/or witnesses with information concerning the alleged violations.
7. Decisions rendered by the Appeal Panel will require a simple majority vote based on the evidence presented.
8. The student may appeal the decision by presenting a written request to the building principal within 2 days after receiving the notice of violation.
9. The Appeal Panel is not bound by formal rules of evidence of procedure in the conduct of its investigations and deliberations, and there is no right on the part of the participant to record the proceedings or to confront or cross-examine witnesses.
10. The Appeal Panel may withhold awards or honors pending its decision.
11. A participant may request review by the Assistant Superintendent for Administration of a decision by the Appeal Panel finding a Code violation. Such a request must be in writing and given to the principal with 2 days of being notified of the Appeal Panel's decision. The participant shall have the right to appear before the Assistant Superintendent for Administration, with or without a representative. The Assistant Superintendent for Administration's decision in the matter is final. Pending the Assistant Superintendent's review and decision, the decision of the Appeal Panel shall remain in full force and effect.

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

A. Authorized Suspensions or Removals of Students with Disabilities

1. For purposes of this section of the code of conduct, the following definitions apply
 - a. 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. "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."
 - d. "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.
 - e. "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.

2. School personnel may order the suspension or removal of a student with a disability from his or her current educational placement as follows:
 - a. The Board, the district (BOCES) superintendent of schools or a building 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, subject to the provisions of paragraph 4(d) of this Section.
 - 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 (a) carries or possesses a weapon to school or to a school function, (b) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function, or (c) causes serious bodily injury to another student or staff member.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 days at a time, if maintaining the student in his or her current educational placement poses a risk of harm to the student or others.
4. Change of Placement Rule
 - a. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
 - b. for more than 10 consecutive school days; or

- c. 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.
- d. 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, if the Manifestation Team has determined that the behavior was not a manifestation of the student's disability, or if the student is placed in an IAES for behavior involving weapons, illegal drugs or controlled substances or causing bodily injury to others.

B. 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.
 - b. If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from his or her current educational placement for more than 10 school days in a school year is subjected to a suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary.
 - c. 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.
2. The parents of a student who is facing disciplinary action, but who has not been determined to be eligible for services under IDEA and Article 89 at the time of misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state laws and regulations if, in accordance with federal and state statutory and regulatory criteria, the school district is deemed to have had knowledge that their child was a student with a disability before the behavior precipitating disciplinary

- action occurred. If the district is deemed to have had such knowledge, the student will be considered a student presumed to have a disability for discipline purposes.
- a. The superintendent, building principal or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
 - b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the district had knowledge the student was a student with a disability, the district either:
 - i. conducted an individual evaluation and determined that the student is not a student with a disability, or
 - ii. determined that an evaluation was not necessary and provided notice to the parents of such determination, in the manner required by applicable law and regulations.
 - c. 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.
3. 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 laws 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.
 4. The district shall provide parents with notice of disciplinary removal no later than the date on which a decision is made to change the placement of a student with a disability to an IAES for either misconduct involving weapons, illegal drugs or controlled substances or serious bodily injury 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.
 5. The parents of a student with disabilities subject to a suspension of five consecutive school days or less shall be provided with the same opportunity for an informal conference available to parents of non-disabled students under the Education Law.
 6. 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

Levittown Public Schools – Code of Conduct

- phase and a penalty phase in accordance with the procedures set forth in the Commissioner's regulations incorporated into this code.
7. 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 Manifestation Team has determined that the behavior is not a manifestation of the student's disability.
 8. 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.

C. Expedited Due Process Hearings

1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into this code, if:
 - a. The district requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his or her current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his or her current educational placement during such proceedings.
 - b. The parent requests such a hearing from a determination that the student's behavior was not a manifestation of the student's disability, or relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.
 - i. During the pendency of an expedited due process hearing or appeal regarding the placement of a student in an IAES for behavior involving weapons, illegal drugs or controlled substances, serious bodily injury, or on grounds of dangerousness, or regarding a determination that the behavior is not a manifestation of the student's disability for a student who has been placed in an IAES, the student shall remain in the IAES pending the decision of the impartial hearing officer or until expiration of the IAES placement, whichever occurs first, unless the parents and the district agree otherwise.
 - ii. If school personnel propose to change the student's placement after expiration of an IAES placement, during the pendency of any proceeding to challenge the proposed change in placement, the student shall remain in the placement prior to removal to the IAES, except where the student is again placed in an IAES.

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2. An expedited due process hearing shall be completed within 15 business days of receipt of the request for a hearing. Although the impartial hearing officer may grant specific extensions of such time period, he or she must mail a written decision to the district and the parents within five business days after the last hearing date, and in no event later than 45 calendar days after receipt of the request for a hearing, without exceptions or extensions.
3. Referral to law enforcement and judicial authorities
 - a. 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 which a crime is reported.

XII. Corporal Punishment

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

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

An authorized school 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.

The building principal (or, in the absence of, the principal's designee) 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. Strip searches of students are prohibited.

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

A. Cars/Vehicles

All vehicles entering school grounds shall be subject to search to ensure the safety and security of students, staff, and visitors. Students who are issued a parking permit are subject to all applicable District rules and regulations and are subject to search by authorized school officials and District Campus Patrol Security Officers if there is a reasonable suspicion that the search would turn up evidence that the student broke the law or school rules.

B. Student Lockers, Desks and other School Storage Places

The rules in this code of conduct regarding searches of students and their belongings do not apply to student lockers, desks and other school storage places. Students have no reasonable expectation of privacy with respect to these places and school officials retain complete control over them. This means 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.

C. Documentation of Searches

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

1. Name, age and grade of student searched.
2. Reasons for the search.
3. Name of any informant(s).
4. Purpose of search (that is, what item(s) were being sought).
5. Type and scope of search.
6. Person conducting search and his or her title and position.
7. Witnesses, if any, to the search.
8. Time and location of search.
9. Results of search (that is, what 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 or 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 or 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 or her designee shall first try to notify the student's parent to give the parent the opportunity to be present during the police questioning or search. If the student's parent cannot be contacted prior to

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the police questioning or search, the questioning or search shall not be conducted. 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.

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 building principal or his or her designee. The principal or his or 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 or 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 or 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 immediate danger of abuse if not he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to immediate danger of abuse, the worker may remove the student without a court order and without the parent's consent upon providing the District with a signed written statement to that effect.

XIV. Visitors to the Schools

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

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must be cleared through the security vestibule upon arrival. There they will be required to present photo ID 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 security desk before leaving the building.
3. Any unauthorized person on school property will be reported to the principal or his or her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
4. All visitors are expected to follow the directions of district staff members during safety drills (fire, lockdown, etc.)
5. All visitors are expected to abide by the rules for public conduct on school property contained in this code of conduct.

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 students, teachers and district personnel.

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

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

A. Prohibited Conduct

No person, either alone or with others, shall:

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

Levittown Public Schools – Code of Conduct

15. Violate any federal or state statute, local ordinance or Board policy while on school property or while at a school function.

B. Penalties

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

1. Visitors - Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection and possible criminal prosecution.
2. Students - They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured faculty members - They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020-a or any other legal rights that they may have.
4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law §75 - They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.
5. Staff members other than those described in subdivisions 4 and 5 - They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

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

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

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

XVI. Dissemination and Review**A. Dissemination of Code of Conduct**

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

1. The code of conduct will be reviewed with students at the beginning of each school year.
2. The code of conduct will be made available to all parents at the beginning of the school year.
3. A summary of the code of conduct written in plain language will be mailed to all parents of district students before the beginning of the school year and making this summary available later upon request.
4. The code of conduct will be made available to all current teachers and other staff members..
5. Providing all new employees with a copy of the current code of conduct when they are first hired.
6. Copies of the code will be available for review by students, parents and other community members.

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

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

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

The 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 adoption.

The code of conduct and any amendments to it will be filed with the Commissioner no later than 30 days of adoption.

Levittown School District
Extra-Curricular Code of Conduct

Student/Parent/School Contract

PARENT AND STUDENT MUST SIGN BELOW

I have read and understand the Levittown School District Extra-Curricular Code of Conduct and this form. I accept my responsibilities to them.

Signature of Student

Date

I have read and understand the Levittown School District Extra-Curricular Code of Conduct and this form. I accept my responsibilities to them. I request and give my permission for _____ to participate in any and all Extra-Curricular activities.

Signature of Parent

Date

A student/athlete may not participate in try-outs, practice or contests until this signed permission form is on file with the school. Please sign above, detach from the Code of Conduct, and return this form to the coach/club advisor.

Attachment: PROPOSED Code of Conduct 2020-2021_track changes (3814 : District Code of Conduct)

LEVITTOWN PUBLIC SCHOOLS
Code of Conduct Summary - September 20~~20~~19

This summary of the school district Code of Conduct has been developed as required by the New York State SAVE Act and will be distributed to students and parents at the beginning of the school year. The entire code is available at the Levittown District Website (www.Levittownschoools.com). This Code has been adopted by the Board of Education and submitted to the New York State Education Department as required by law. The Code applies to all students, school personnel, parents, and other visitors when on school property (including school buses and vehicles) or attending school functions and extracurricular activities. The Code contains the following provisions:

- Appropriate conduct, dress and language when on school property, including school functions and extracurricular activities as well as appropriate range of disciplinary procedures that may be imposed for violations of the Code.
- Acceptable civil and respectful treatment of teachers, administrators, other school personnel, students, and visitors on school property or at school functions and extracurricular activities as well as roles of teachers, coaches, administrators, other school personnel, the Board of Education and parents.
- Standards and procedures to assure the security and safety of students and school personnel.
- Provisions for the removal from the classroom, school property (including school functions and extracurricular activities) detention, suspension of students or other persons who violate the Code or who possess or use illegal substances or weapons, use of physical force, vandalize school property, or violate another student's civil rights, or threaten violence.
- Provisions for the removal of students from the classroom, including plans to ensure continued educational programming and activities for such students.
- Procedures by which violations are reported, determined, discipline measures imposed, and such measures carried out.
- Procedures by which students may be suspended or removed from participation in extracurricular activities, including sports.
- Procedures by which students may be disciplined in school for events that take place out of school when a connection to school exists.
- Provisions that ensure that enforcement of the Code is in compliance with state and federal laws relating to students with disabilities.
- Procedures for notifying local law enforcement agencies of Code violations which constitute a crime.
- Provisions for notifying persons in parental relation to the student of Code violations by the student.
- Provisions and procedures by which a complaint in criminal court, a juvenile delinquency petition or person in need of supervision petition as defined in Article Three and Seven of the Family Court Act will be filed.
- Circumstances under and procedures by which referral to appropriate human services agencies will be made.
- A minimum suspension period, for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom will be suspended from school for at least five days. The suspending authority may reduce such period on a case-by-case basis to be consistent with any other state or federal laws.
- Provisions by which students may be searched.

Please review the Code of Conduct on the district website and then sign and return the portion below:

I have read and understand the complete version of the Levittown School District Code of Conduct from the district website :

Student Name (please print): _____ School _____

Student Signature

Date

Parent/Guardian Signature

Date

Please return this tear-off to your child's classroom teacher (elementary) or 1st period teacher (secondary) no later than September 18~~20~~20, 20~~20~~19. Thank you.

Attachment: PROPOSED Code of Conduct 2020-2021_track changes (3814 : District Code of Conduct)

Levittown Public Schools

Code of Conduct



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Levittown Public Schools

Code of Conduct

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, coaches, 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.

"Disruptive student" means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

"Parent" means parent, guardian or person in parental relation to a student.

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

"School Bus" means every motor vehicle owned and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity, to or from school or school activities, or, privately owned and operated for compensation for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

"School function" means any school-sponsored extra-curricular event or activity.

"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.

"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.

"Race" means a group of persons related by a common descent or heredity.

"Color" refers to the apparent pigmentation of the skin, especially an indication or possible indication of race.

"Weight" refers 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 of the group or a body of persons adhering to a particular set of beliefs and practices.

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“**Sex**” means the biological and physiological characteristics that define men and women.

“**Gender**” means the socially constructed roles, behaviors, activities, and attributes that a given society considers appropriate for men and women.

Sexual orientation means the sex to which a person is sexually attracted.

“**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 gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death.
4. Displays, while on school property or at a school function, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury
5. Threatens, while on school property or at a school function, to use any instrument that appears capable of causing physical injury or death
6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
7. Knowingly and intentionally damages or destroys school district property.

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

“**Extra-Curricular**” and “**Interscholastic activities**” and “**Interscholastic athletics**” means school sponsored activities that are either off school property, extend to before or after the school day, or that occur on holidays or weekends or other times when school is not in session. These activities are not mandated by any curriculum, either as adopted by the Board of Education in Levittown or by any other controlling agency.

“**Intimidation**”, “**Harassment**”, “**Menacing**”, and “**Bullying**” (IHMB) mean threatening, stalking or seeking to coerce or compel a person to do something; intentionally placing or attempting to place another person in fear of imminent physical injury; or engaging in verbal or physical conduct that threatens another with harm, including intimidation through the use of epithets or slurs involving race, ethnicity, national origin, religion, religious practices, gender, sexual orientation, age or disability that substantially disrupts the educational process

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“**Cyberbullying**” means the repeated use of information technology, including, but not limited to, e-mail, instant message, blogs, chat rooms, pagers, cell phones, and gaming systems, to deliberately harass, threaten or intimidate others.

“**Sexting**” means sending, receiving or forwarding sexually suggestive nude or nearly nude photos through text message or email.

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, weight, ethnic group, national origin, religion, age, sex, gender identity, 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.
 4. Right to request an investigation regarding discrimination/bullying/harassment.
 5. Right to a safe learning environment.
 6. 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.
- 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. Attend school every day unless they are legally excused and be in class, on time, and prepared to learn.
 3. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
 4. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
 5. Work to develop mechanisms to control their anger.
 6. Ask questions when they do not understand.
 7. Seek help in solving problems that might lead to discipline.
 8. Dress appropriately for school and school functions.
 9. Accept responsibility for their actions.
 10. 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.
 11. 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 parents and the school community.
2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time.
4. Ensure absences are excused.
5. Insist their children be dressed and groomed in a manner consistent with the student dress code.
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school rules and help their children understand them.
8. Convey to their children a supportive attitude toward education and the district.
9. Build good relationships with teachers, other parents and their children's friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.
13. Teach their children 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 & Coaches - All district teachers & Coaches 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, which will strengthen students' self-concept and promote confidence to learn.
2. Confront issues of discrimination and harassment in any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
3. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.
4. Conduct themselves in a professional way, using socially acceptable language. Examples of unacceptable language is cursing or swearing or using vulgar or abusive language.
5. Be prepared to teach and/or coach
6. Demonstrate interest in teaching and/or coaching and a concern for student achievement, either in the classroom or on the athletic field.
7. Know school policies and rules, and enforce them in a fair and consistent manner. Report incidents of discrimination and harassment that are witnessed or otherwise brought to a teacher's attention to a building administrator and/or Dignity Act Coordinator (DAC) in a timely manner.
8. Teachers will communicate to students and parents:
 - a. Course objectives and requirements
 - b. Marking/grading procedures

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- c. Assignment deadlines
 - d. Expectations for students
 - e. Classroom discipline plan.
 - f. Communicate regularly with students, parents and other teachers concerning growth and achievement.
9. Coaches will communicate to students and parents:
- a. Team objectives and requirements
 - b. Practice and game dates
 - c. Expectations of team members
 - d. Coaches will act, intervene and report bullying, harassment and or discrimination
- C. Guidance Counselors & Social Workers
- 1. 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.
 - 2. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
 - 3. Initiate teacher/student/counselor conferences and parent/teacher/student counselor conferences, as necessary, as a way to resolve problems.
 - 4. Regularly review with students their educational progress and career plans.
 - 5. Provide information to assist students with career planning.
 - 6. Encourage students to benefit from the curriculum and extracurricular programs.
- D. Principals
- 1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning.
 - 2. Need to create an environment that values and teaches respect for all; an environment that is culturally sensitive and models positive behavioral interactions that clearly show that no tolerance exists for certain types of behaviors, including, but not limited to, bullying and harassment.
 - 3. Ensure that students and staff have the opportunity to communicate regularly with the principal and approach the principal for redress of grievances.
 - 4. Evaluate on a regular basis all instructional programs.
 - 5. Support the development of and student participation in appropriate extracurricular activities.
 - 6. Be responsible for enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
 - 7. Ensure that the issues of bullying and cyber bullying are addressed with students throughout the year.
 - 8. 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.

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9. 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. Superintendent
1. Promote a safe, orderly and stimulating school environment, free from intimidation, discrimination and harassment, supporting active teaching and learning.
 2. Create an environment that values and teaches respect for all; an environment that is culturally sensitive and models positive behavioral interactions that clearly show that no tolerance exists for certain types of behaviors including, but not limited to, bullying and harassment.
 3. Review with district administrators the policies of the Board of Education and state and federal laws relating to school operations and management.
 4. Inform the Board about educational trends relating to student discipline.
 5. Work to create instructional programs that minimize problems of misconduct and are sensitive to student and teacher needs, as well as courses that teach students how to be responsible “digital citizens”.
 6. Work with district administrators in enforcing the code of conduct and ensuring that all cases are resolved promptly and fairly.
- F. Board of Education
1. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a code of conduct that clearly defines expectations for the conduct of students, district personnel and visitors on school property and at school functions.
 2. Adopt and review at least annually the district's code of conduct to evaluate the code's effectiveness and the fairness and consistency of its implementation.
 3. Lead by example by conducting Board meetings in a professional, respectful, courteous manner.
 4. 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.
- G. Expectation for Other School Staff
1. 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 or appropriate appearance, language, and behavior in a school setting, which will strengthen students’ self-image and promote confidence to learn.

V. Student Dress Code

The Board of Education requires students to attend school in appropriate dress that meets health and safety standards and does not interfere with the learning process. The Board also requires students to wear appropriate protective gear in certain classes (i.e., home and careers, technology, P.E.).

A student's dress, grooming, appearance and hygiene, including hairstyle, jewelry, make-up, and nails, shall:

1. Be safe, appropriate and not disrupt or interfere with the educational process.
2. Ensure that underwear and torso skin are completely covered with outer clothing.
3. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
4. Not include the wearing of hats and/or any headgear in school, except for medical or religious purposes.
5. Not include items that are vulgar, obscene, libelous, or that denigrate others.
6. Not glorify, promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities, including those related to gang paraphernalia or organizations promoting violence or hatred. Those garments that are sexually suggestive as well, are banned.

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

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

The Superintendent of Schools and other designated administrative personnel shall have the authority to require a student to change his/her attire, should it be deemed inappropriate according to the above guidelines.

VI. Prohibited Student Conduct

The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, district personnel and other members of the school community, and for the care of school facilities and equipment.

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. District personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline. It is expected that District personnel make every effort to have the student learn from the disciplinary experience rather than just punish the student.

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

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

- A. Engage in conduct that is disorderly. Examples of disorderly conduct include:
 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 computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the district's acceptable use policy.
 8. Unauthorized use of cameras, video and audio recording devices.
 9. Unauthorized use of personal communication devices (including cell phones) during the school day, including features such as video and audio recording.
- B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include:
 1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
 2. Lateness for, missing or leaving school without permission.
 3. Skipping detention.
- C. Engage in conduct that is disruptive. Examples of disruptive conduct include:
 1. Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
- D. Engage in conduct that is violent. Examples of violent conduct include:

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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. Engaging in harassing 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 well-being.
 4. Possessing a weapon, while on school district property. Examples of weapons include, but are not limited to: a gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death;
 5. Displaying, while on school district property, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury;
 6. Threatening, while on school district property to use any instrument that appears capable of causing physical injury or death;
 7. Knowingly and 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.
 8. Knowingly and intentionally damaging or destroying school district property.
- E. Engage in any conduct on school district property or during a school sponsored activity that endangers the safety, morals, health or welfare of others. Examples of such conduct include:
1. Lying to school personnel.
 2. Stealing the property of other students, school personnel or any 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, which includes the use of race, color, creed, national origin, religion, gender, sexual orientation or disability as a basis for treating another in a negative manner.
 5. Bullying, which consists of inappropriate persistent behavior including threats or intimidation of others, treating others cruelly, terrorizing, coercing, or habitually insulting, humiliating and/or badgering others.
 6. Harassment, which includes a sufficiently severe action or a persistent, pervasive pattern of actions or statements directed at an identifiable individual or group which are intended to be or which a reasonable person would perceive as ridiculing or demeaning.
 7. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
 8. “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.

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9. 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.
 10. Selling, using or possessing obscene material.
 11. Using vulgar or abusive language, cursing or swearing.
 12. Smoking a cigarette, cigar, pipe, electronic cigarette, vape device, or using chewing or smokeless tobacco.
 13. Possessing, consuming, selling, distributing or exchanging alcoholic beverages or illegal substances, or being under the influence of either. "Illegal substances" include, but are not limited to, inhalants, marijuana, synthetic cannabinoids, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any substances commonly referred to as "designer drugs. "
 14. Inappropriately using or sharing prescription and over-the-counter drugs.
 15. Gambling.
 16. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
 17. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
- F. Engage in misconduct while on a school bus. It is crucial for students to behave appropriately while riding on district buses to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting harassment, and discrimination will not be tolerated.
- G. Engage in any form of academic misconduct. Examples of academic misconduct include:
1. Plagiarism.
 2. Cheating.
 3. Copying.
 4. Altering records.
 5. Assisting another student in any of the above actions.
- H. Engage in off-campus misconduct that endangers the health and safety of students or staff within the school or substantially disrupts or is likely to substantially disrupt the educational process. Examples of such misconduct include, but are not limited to:.
1. Cyber bullying, which consists of the repeated use of information technology, including, but not limited to, e-mail, instant message, blogs, chat rooms, pagers, cell phones, and gaming systems, to deliberately harass, threaten or intimidate others.
 2. Sexting, which consists of sending, receiving or forwarding sexually suggestive nude or nearly nude photos through text message or email.
 3. Threatening or harassing students or school personnel over the phone or other electronic medium.
 4. Using message boards to convey threats, derogatory comments or post pornographic pictures of students or school personnel.

VII. Reporting Violations

All students are expected to promptly report violations of the code of conduct to a teacher, guidance counselor, the building principal or his or her designee. Any student observing a student possessing a weapon, alcohol or illegal substance on school property or at a school function shall report this information, immediately to a teacher, the building principal, the principal's designee or the superintendent.

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

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

VIII. 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 of conduct for disciplining students with a disability or presumed to have a disability.

A. Penalties

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

1. Oral warning - any member of the district staff
2. Written warning - bus drivers, hall and lunch monitors, coaches, guidance counselors, teachers, principal, superintendent
3. Written notification to parent - bus driver, hall and lunch monitors, coaches, guidance counselors, teachers, principal, superintendent
4. Detention - teachers, principal, superintendent
5. Suspension from transportation - director of transportation, principal, superintendent
6. Suspension from athletic participation - coaches, principal, superintendent (See Separate section on Extra-Curricular and Athletic participation)
7. Suspension from social or extracurricular activities – activity director, principal, superintendent (See Separate section on Extra-Curricular and Athletic participation)
8. Suspension of other privileges - principal, superintendent
9. In-school suspension - principal, superintendent
10. Removal from classroom by teacher - teachers, principal

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11. Short-term (five days or less) suspension from school - principal, superintendent, Board of Education
12. Long-term (more than five days) suspension from school - superintendent, Board of Education
13. Permanent suspension from school - superintendent, Board of Education.

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 parents are entitled to additional rights before the penalty is imposed. These additional rights are explained below.

1. Detention-Teachers, principals and the superintendent may use after school detention as a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention will be imposed as a penalty only after the student's parent 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 building principal'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 will become responsible for seeing that his or her child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance; the district will make appropriate arrangements to provide for the student's education. A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the building principal or the principal's designee to discuss the conduct and the penalty involved.
3. Suspension from athletic participation, extracurricular activities and other privileges-See Separate section on Extra-Curricular and Athletic participation
4. In-school suspension-The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes building principals and the superintendent to place students who would otherwise be suspended from school as the result of a code of conduct violation in "in-school suspension." The in-school suspension

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

5. If the student violation involved the use, sale or possession of tobacco, the student may be required to enroll in a smoking cessation program as set forth in Section X (J)(5) of this document (page 26).
6. Teacher disciplinary removal of disruptive students
 - a. A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain his or her composure and self-control in an alternative setting. Such practices may include, but are not limited to:
 - i. short-term "time out" in an elementary classroom or in an administrator's office;
 - ii. sending a student to the principal's office for the remainder of the class time only; or
 - iii. 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.
 - b. On occasion, a student's behavior may become disruptive. For purposes of this code of conduct, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.
 - c. At the request of a teacher, and with the approval of Administration, a disruptive student may be removed from class for up to two days, during which time the student will be placed in a supervised area at the principal's discretion. The removal will apply to the class of the removing teacher only.
 - d. If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being removed and an opportunity to explain

his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class.

- e. If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24 hours.
- f. The teacher must complete a district-established disciplinary removal form or email notification and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the removal form or email. If the principal or designee is not available by the end of the same school day, the teacher must leave the form or email notification with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day.
- g. Within 24-hours after the student's removal, the principal or another district administrator designated by the principal must notify the student's parents, in writing, that the student has been removed from class and why. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the principal or the principal's designee to discuss the reasons for the removal.
- h. 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 parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.
- i. The principal may require the teacher who ordered the removal to attend the informal conference.
- j. If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal.
- k. 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:
 - i. The charges against the student are not supported by substantial evidence.

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- ii. The student's removal is otherwise in violation of law, including the district's code of conduct.
 - iii. The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed.
- l. The principal or his or her designee may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of removal expires, whichever is less.
 - m. 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.
 - n. Each teacher must keep a complete log (on a district-provided form) for all cases of removal of students from his or her class.
 - o. The principal must keep a log of all removals of students from class.
 - p. Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the principal or the chairperson of the Committee on Special Education that the removal will not violate the student's rights under state or federal law or regulation.

7. Suspension From School

- a. 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.
- b. The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the superintendent and the building principals.
- c. Any staff member may recommend to the superintendent or the principal that a student be suspended. All staff members must immediately report and refer a violent student to the principal or the superintendent for a violation of the code of conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

- d. 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.
 - i. Short-term (5 days or less) suspension from school
 1. When the superintendent or principal (referred to as the “suspending authority”) proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student’s parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.
 2. The notice shall provide a description of the charges against the student and the incident for which suspension is proposed and shall inform the parents of the right to request an immediate informal conference with the principal. Both the notice and informal conference shall be in the dominant language or mode of communication used by the parents. At the conference, the pupil and the person in parental relation to the pupil shall, be authorized to present the pupil’s version of the event and to ask questions of the complaining witnesses.
 3. 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.
 4. After the conference, the principal shall promptly advise the parents in writing of his or her decision. The principal shall advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the superintendent within five business days, unless they can show extraordinary circumstances precluding them from doing so. The

superintendent shall issue a written decision regarding the appeal within 10 business days of receiving the appeal. If the parents are not satisfied with the superintendent's decision, they must file a written appeal to the Board of Education with the district clerk within 15 business days of the date of the superintendents' 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.

- ii. Long-term (more than 5 days) suspension from school
 - 1. When the superintendent or building principal determines that a suspension for more than five days may be warranted, he or she shall give reasonable notice to the student and the student's parents of their right to a fair hearing. At the hearing the student shall have the right to be represented by counsel, the right to question witnesses against him or her and the right to present witnesses and other evidence on his or her behalf.
 - 2. The superintendent shall personally hear and determine the proceeding or may, in his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him or her. A record of the hearing shall be maintained, but no stenographic transcript shall be required. A tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the superintendent. The report of the hearing officer shall be advisory only, and the superintendent may accept all or any part thereof.
 - 3. 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 15 business days of the date of the superintendent's decision, unless the parents can show that extraordinary circumstances precluded them from doing so. The Board may adopt in whole or in part the decision of the superintendent. Final decisions of the Board may be appealed to the Commissioner within 30 days of the decision.
- iii. Permanent suspension

1. 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.

e. Minimum Periods of Suspension

i. Students who bring a weapon to school

1. 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.

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

ii. Students who commit violent acts other than bringing a weapon to school

1. Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a weapon onto school property, shall be subject to suspension from school for at least five days. If the proposed penalty is the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parents will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the

superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

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

f. Referrals

i. Counseling

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

ii. PINS Petitions

1. 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 that 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.

- iii. Juvenile Delinquents and Juvenile Offenders

1. The superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court
2. Any student under the age of 16 who is found to have brought a weapon to school; or
3. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law §1.20 (42)
4. The superintendent is required to refer students aged 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

C. Remote Instruction

In the event that the District must temporarily move to a remote learning environment, the District remains committed to providing a safe and orderly environment where students may receive and district personnel may deliver quality educational services without disruption or interference. [Expectations for student behavior in a virtual classroom](#) are the same as in a regular classroom as set forth in this Code of Conduct.

Disciplinary penalties may include:

- Warning to the student
- Student asked to leave the current online session
- Teacher phone call to parent
- Dean/administrator call to parent
- Student prohibited from participating in online sessions for a period of time
- Student prohibited from participating in online sessions for the remainder of the year

IX. Alternative Instruction

When a teacher removes a student of any age from class, 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 instruction for the student.

X. Extra-Curricular and Athletic Participation

A. Mission Statement

The District recognizes the valuable contribution Extra-Curricular and interscholastic activities make to a student's growth and development. For many students, these activities not only provide learning activities in the social and cognitive domains but also often provide motivation for recalcitrant learners to come to school and actively participate in the academic day. To this end, the Levittown School District (hereinafter referred to as "the District") provides a variety of Extra-Curricular activities that complement the educational and athletic development of each student. Parents/guardians and the school community need to work together to provide these activities for our children. This code is not meant to usurp or restrict the responsibility of parents. The Levittown School District feels very strongly that parents must monitor their own children's behavior and impose their own discipline measures beyond those consequences outlined in this document.

This section applies to any and all Levittown School District students who wish to be involved in Extra-Curricular activities offered by Levittown Schools, including all clubs, organizations and athletics.

Extra-Curricular participation is a privilege that carries with it responsibilities to the school, to the team/club, to the student body, and to the community. When a participant accepts this privilege he/she must also live up to the code of conduct beyond that of the general student body, on and off school property. It is imperative that all students abide by the following:

1. Show pride and respect for their school and for their fellow students whom they represent, by being good citizens, good sports, and good students.
2. Be loyal to the school, its coaching/advisory staff and contribute to team/school spirit.
3. Condition properly so that they can safely and adequately meet the physical demands of a sport.
4. Follow training rules that are established by the school and the coach.
5. Be responsible for all equipment issued, take proper care of it and return it at the proper time.
6. Abide by and respect all decisions of officials.
7. Support all school activities to the best of their ability.

B. Eligibility

Extra-Curricular activities are open to all students of the Levittown School District. No person shall be excluded from participation in, be denied the benefits of, or be discriminated against, under any educational program, or activity, or service, in this district,

on the basis of race, color, sex, national origin, creed or religion, marital status, age, or disability.

C. Participation

1. In order to participate in extracurricular programs, students (Grades 7 - 12) must maintain academic standards as determined by the District.
2. In order to participate in Athletics, the student must attend an anti-hazing presentation at a time and place to be determined by the District's Athletic Director.
3. The District also recognizes the amount of time students have is finite and participation in Extra-Curricular and interscholastic activities may create situations where students are drawn away from their homework and studies by after school activities. Since both issues are important, the District will provide a program of report card monitoring and required extra help when students engaged in Extra-Curricular and/or interscholastic activities are found to be failing, or in jeopardy of failing in their studies. For specific information regarding this issue, refer to Levittown Public Schools Board of Education Regulation #5200, adopted on October 28, 1998 and Revised on February 17, 1999.
4. Except for those instances when a student is attending extra help sessions, attendance at all athletic practices and games is mandatory. Only the coach can excuse an athlete from either practice or games. It is the athlete's responsibility to notify the coach in the event it becomes necessary to miss a practice or a game. In the event of an unauthorized absence from or lateness to a game or practice, the athlete may be suspended from the team. Attending an extra help session is an excused absence.
5. During the participation in practices, meetings, events and games, all injuries must be reported immediately so that the coach/advisor can file the appropriate report. Students should be aware that parental consent must be available for emergency hospital treatment. It is understood that voluntary participation in all sports requires an acceptance of risk of possible injury. Students can help make the game safer by using techniques which are legal and proper and which will not cause injury. The coaching staff is made up of professionals certified by the State who will continually and repeatedly teach techniques that are fundamental to the sport.
6. Club advisors can mandate that a student must participate in a certain number of meetings/events in order to be counted among that club's membership, however students who attend extra help sessions will not have that counted against them, as long as they provide the advisor with proof of attendance at the aforementioned extra help sessions.
7. Students who fail physical education class cannot participate in athletic competition until a passing grade is attained.

D. Transportation

When the school provides transportation, all students will travel to and from the scheduled event on school transportation, unless they are released to their parents or legal guardian due to an emergency or unusual circumstance. The decision to release a student to the parents or legal guardians is at the discretion of the advisor or coach.

E. Vacations/Absences From School

1. If a student misses scheduled events/activities/practices/games due to vacations with parents while school is in session, those absences will be considered unexcused.
2. In the event five consecutive days of school are missed, and a doctor's note stating the student is fit to participate in athletics is not presented, athletes must report to the school nurse and arrange for re-examination by the school physician before he or she may again join the team.
3. A student who has not been legally present in school may not participate in any Extra-Curricular activities, including proms, during that day.

F. Equipment

1. The Board of Education supplies equipment for athletic programs in the district. All equipment issued must be maintained in good condition and returned at the completion of the season, without any alteration by athletes. If lost or damaged, equipment must be replaced or payment must be made to the school district. It is the responsibility of each athlete to safeguard his/her equipment against theft. An athlete may not participate on another team until all equipment is handed in or paid for.
2. The school district is not responsible for students' personal property at Extra-Curricular activities.

G. Student and Parent Contract

1. The privilege of participation carries the responsibility of adherence to the Code of Conduct. As representatives of Levittown Schools, participants are expected to display exemplary conduct at all times, whether or not engaged in a formal activity.
2. Parents, participants and spectators are prohibited from smoking at school-sponsored events and on school grounds, whether it is inside the school or outside on the playing fields.
3. The Code of Conduct establishes the standards expected for participants in all Extra-Curricular activities. Failure to conform to the Code of Conduct will result in appropriate disciplinary action. A student agreement, parental permission slip and interscholastic health information form (athletics only) must be presented prior to Extra-Curricular involvement.

H. Enforcement

The Extra-Curricular Code of Conduct is enforced during the school year, twenty-four (24) hours a day, seven days a week, while participant is enrolled in high school or middle school, **as long as there is a nexus between the student's conduct and school**. The Code is also in effect and enforced during school-supervised Extra-Curricular activities and events occurring over school recesses and the summer break. Consequences for code violations that occur in the summer/off-season will be enforced at the beginning of the school year/season.

I. Code of Conduct Violations

Violation of the Code of Conduct under this section will occur when students:

1. Conduct themselves in any way that would otherwise be a violation of the Levittown Schools Code of Conduct.
2. Are involved in threatening, hazing activities, and personal misconduct that involves police or court action whether during or outside school hours or sport seasons.
3. Are involved in bullying, cyber-bullying, discrimination or harassment in any form.
4. Attend a party or other gathering (unless accompanied at all times by the participant's parent/guardian) where alcohol or illegal drugs are available for consumption by the participant or any underage individual in attendance. A participant should leave a party or gathering immediately upon knowing of, or detecting by use of any of the participant's senses, the availability of alcohol or illegal drugs at the party or gathering. If a nexus is found to exist between school and the party or gathering, any student who decides to remain at the party or gathering may be questioned about his or her involvement and discipline measures may be enacted if a student has been found to be a participant or organizer during which illegal actions occur.
5. Consume, possess, use, purchase, sell, conceal, or transmit alcohol, any controlled substance, inhalant, paraphernalia, intoxicant, or any illegal drugs on school property or during school-sponsored events.
6. Use, possess or distribute tobacco products on school grounds or at school-sponsored events
7. Use, possess, or distribute firearms, dangerous weapon(s) or explosive devices on school grounds or at school-sponsored events.

J. Code Violation Consequences

In addition to suspension/detentions meted out by school administration, students may be subject to suspension from extracurricular activities, including but not limited to clubs and sports. Students who violate the Drug and Alcohol portion of this Code (offenses #4 and #5 listed above), and who wish to participate in any Extra-Curricular activity must, in addition to any other consequence provided herein, attend Substance Abuse counseling, to be arranged by the school district. Students who violate offense #6, listed above, may continue to participate in Extra-Curricular activities, provided they attend and continue to attend a smoking/tobacco cessation program and do so for a minimum of 10 weeks. Attendance in the program is subject to verification by school personnel.

K. Suspension

Students enrolled in Extra-Curricular activities who are under suspension from school may not participate in practices, contests, productions, performances, meetings, field trips, etc., sponsored by the Extra-Curricular activity.

L. Appeal Panel

1. An administrator shall be appointed by the Principal to investigate suspected violations of the Code of Conduct under this section, and shall render a decision within two weeks.
2. A student/parent may appeal the decision of the Principal or the Principal's designee by requesting review by an Appeal Panel.
3. The principal will establish the Appeal Panel annually. It will include, but is not limited to:
 - ❑ An assistant principal/dean of students
 - ❑ The building athletic director
 - ❑ A guidance counselor
 - ❑ A coach
 - ❑ A co-curricular advisor
 - ❑ The on-site drug and alcohol counselor.
4. The original administrator investigating the claim shall not be a voting member of the committee, but will make a full report as to his or her findings regarding this incident and may be present at all times.
5. A student charged with a violation of this Code will be given a written notice of violation. The student may appear before, and be heard by the Appeal Panel, with or without a representative.
6. The Panel may, in its discretion, conduct further investigation, including requesting the appearance before it, of the alleged violator and/or witnesses with information concerning the alleged violations.
7. Decisions rendered by the Appeal Panel will require a simple majority vote based on the evidence presented.
8. The student may appeal the decision by presenting a written request to the building principal within 2 days after receiving the notice of violation.
9. The Appeal Panel is not bound by formal rules of evidence of procedure in the conduct of its investigations and deliberations, and there is no right on the part of the participant to record the proceedings or to confront or cross-examine witnesses.
10. The Appeal Panel may withhold awards or honors pending its decision.
11. A participant may request review by the Assistant Superintendent for Administration of a decision by the Appeal Panel finding a Code violation. Such a request must be in writing and given to the principal with 2 days of being notified of the Appeal Panel's decision. The participant shall have the right to appear before the Assistant Superintendent for Administration, with or without a representative. The Assistant Superintendent for Administration's decision in the matter is final. Pending the Assistant Superintendent's review and decision, the decision of the Appeal Panel shall remain in full force and effect.

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

A. Authorized Suspensions or Removals of Students with Disabilities

1. For purposes of this section of the code of conduct, the following definitions apply
 - a. 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. "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."
 - d. "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.
 - e. "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.

2. School personnel may order the suspension or removal of a student with a disability from his or her current educational placement as follows:
 - a. The Board, the district (BOCES) superintendent of schools or a building 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, subject to the provisions of paragraph 4(d) of this Section.
 - 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 (a) carries or possesses a weapon to school or to a school function, (b) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function, or (c) causes serious bodily injury to another student or staff member.
3. Subject to specified conditions required by both federal and state law and regulations, an impartial hearing officer may order the placement of a student with a disability in an IAES setting for up to 45 days at a time, if maintaining the student in his or her current educational placement poses a risk of harm to the student or others.
4. Change of Placement Rule
 - a. A disciplinary change in placement means a suspension or removal from a student's current educational placement that is either:
 - b. for more than 10 consecutive school days; or

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- c. 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.
- d. 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, if the Manifestation Team has determined that the behavior was not a manifestation of the student's disability, or if the student is placed in an IAES for behavior involving weapons, illegal drugs or controlled substances or causing bodily injury to others.

B. 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.
 - b. If subsequently, a student with a disability who has a behavioral intervention plan and who has been suspended or removed from his or her current educational placement for more than 10 school days in a school year is subjected to a suspension or removal that does not constitute a disciplinary change in placement, the members of the CSE shall review the behavioral intervention plan and its implementation to determine if modifications are necessary.
 - c. 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.
2. The parents of a student who is facing disciplinary action, but who has not been determined to be eligible for services under IDEA and Article 89 at the time of misconduct, shall have the right to invoke applicable procedural safeguards set forth in federal and state laws and regulations if, in accordance with federal and state statutory and regulatory criteria, the school district is deemed to have had knowledge that their child was a student with a disability before the behavior precipitating disciplinary

- action occurred. If the district is deemed to have had such knowledge, the student will be considered a student presumed to have a disability for discipline purposes.
- a. The superintendent, building principal or other school official imposing a suspension or removal shall be responsible for determining whether the student is a student presumed to have a disability.
 - b. A student will not be considered a student presumed to have a disability for discipline purposes if, upon receipt of information supporting a claim that the district had knowledge the student was a student with a disability, the district either:
 - i. conducted an individual evaluation and determined that the student is not a student with a disability, or
 - ii. determined that an evaluation was not necessary and provided notice to the parents of such determination, in the manner required by applicable law and regulations.
 - c. 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.
3. 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 laws 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.
 4. The district shall provide parents with notice of disciplinary removal no later than the date on which a decision is made to change the placement of a student with a disability to an IAES for either misconduct involving weapons, illegal drugs or controlled substances or serious bodily injury 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.
 5. The parents of a student with disabilities subject to a suspension of five consecutive school days or less shall be provided with the same opportunity for an informal conference available to parents of non-disabled students under the Education Law.
 6. 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

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- phase and a penalty phase in accordance with the procedures set forth in the Commissioner's regulations incorporated into this code.
7. 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 Manifestation Team has determined that the behavior is not a manifestation of the student's disability.
 8. 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.

C. Expedited Due Process Hearings

1. An expedited due process hearing shall be conducted in the manner specified by the Commissioner's regulations incorporated into this code, if:
 - a. The district requests such a hearing to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in his or her current educational placement, or during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in his or her current educational placement during such proceedings.
 - b. The parent requests such a hearing from a determination that the student's behavior was not a manifestation of the student's disability, or relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.
 - i. During the pendency of an expedited due process hearing or appeal regarding the placement of a student in an IAES for behavior involving weapons, illegal drugs or controlled substances, serious bodily injury, or on grounds of dangerousness, or regarding a determination that the behavior is not a manifestation of the student's disability for a student who has been placed in an IAES, the student shall remain in the IAES pending the decision of the impartial hearing officer or until expiration of the IAES placement, whichever occurs first, unless the parents and the district agree otherwise.
 - ii. If school personnel propose to change the student's placement after expiration of an IAES placement, during the pendency of any proceeding to challenge the proposed change in placement, the student shall remain in the placement prior to removal to the IAES, except where the student is again placed in an IAES.

Levittown Public Schools – Code of Conduct

2. An expedited due process hearing shall be completed within 15 business days of receipt of the request for a hearing. Although the impartial hearing officer may grant specific extensions of such time period, he or she must mail a written decision to the district and the parents within five business days after the last hearing date, and in no event later than 45 calendar days after receipt of the request for a hearing, without exceptions or extensions.
3. Referral to law enforcement and judicial authorities
 - a. 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 which a crime is reported.

XII. Corporal Punishment

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

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

An authorized school 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.

The building principal (or, in the absence of, the principal's designee) 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. Strip searches of students are prohibited.

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

A. Cars/Vehicles

All vehicles entering school grounds shall be subject to search to ensure the safety and security of students, staff, and visitors. Students who are issued a parking permit are subject to all applicable District rules and regulations and are subject to search by authorized school officials and District Campus Patrol Security Officers if there is a reasonable suspicion that the search would turn up evidence that the student broke the law or school rules.

B. Student Lockers, Desks and other School Storage Places

The rules in this code of conduct regarding searches of students and their belongings do not apply to student lockers, desks and other school storage places. Students have no reasonable expectation of privacy with respect to these places and school officials retain complete control over them. This means 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.

C. Documentation of Searches

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

1. Name, age and grade of student searched.
2. Reasons for the search.
3. Name of any informant(s).
4. Purpose of search (that is, what item(s) were being sought).
5. Type and scope of search.
6. Person conducting search and his or her title and position.
7. Witnesses, if any, to the search.
8. Time and location of search.
9. Results of search (that is, what 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 or 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 or 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 or her designee shall first try to notify the student's parent to give the parent the opportunity to be present during the police questioning or search. If the student's parent cannot be contacted prior to

Levittown Public Schools – Code of Conduct

the police questioning or search, the questioning or search shall not be conducted. 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.

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 building principal or his or her designee. The principal or his or 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 or 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 or 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 immediate danger of abuse if not he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to immediate danger of abuse, the worker may remove the student without a court order and without the parent's consent upon providing the District with a signed written statement to that effect.

XIV. Visitors to the Schools

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

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must be cleared through the security vestibule upon arrival. There they will be required to present photo ID 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 security desk before leaving the building.
3. Any unauthorized person on school property will be reported to the principal or his or her designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
4. All visitors are expected to follow the directions of district staff members during safety drills (fire, lockdown, etc.)
5. All visitors are expected to abide by the rules for public conduct on school property contained in this code of conduct.

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 students, teachers and district personnel.

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

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

A. Prohibited Conduct

No person, either alone or with others, shall:

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

Levittown Public Schools – Code of Conduct

15. Violate any federal or state statute, local ordinance or Board policy while on school property or while at a school function.

B. Penalties

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

1. Visitors - Their authorization, if any, to remain on school grounds or at the school function shall be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they shall be subject to ejection and possible criminal prosecution.
2. Students - They shall be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. Tenured faculty members - They shall be subject to disciplinary action as the facts may warrant in accordance with Education Law §3020-a or any other legal rights that they may have.
4. Staff members in the classified service of the civil service entitled to the protection of Civil Service Law §75 - They shall be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law §75 or any other legal rights that they may have.
5. Staff members other than those described in subdivisions 4 and 5 - They shall be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

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

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

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

XVI. Dissemination and Review**A. Dissemination of Code of Conduct**

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

1. The code of conduct will be reviewed with students at the beginning of each school year.
2. The code of conduct will be made available to all parents at the beginning of the school year.
3. A summary of the code of conduct written in plain language will be mailed to all parents of district students before the beginning of the school year and making this summary available later upon request.
4. The code of conduct will be made available to all current teachers and other staff members..
5. Providing all new employees with a copy of the current code of conduct when they are first hired.
6. Copies of the code will be available for review by students, parents and other community members.

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

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

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

The 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 adoption.

The code of conduct and any amendments to it will be filed with the Commissioner no later than 30 days of adoption.

Levittown School District
Extra-Curricular Code of Conduct

Student/Parent/School Contract

PARENT AND STUDENT MUST SIGN BELOW

I have read and understand the Levittown School District Extra-Curricular Code of Conduct and this form. I accept my responsibilities to them.

Signature of Student

Date

I have read and understand the Levittown School District Extra-Curricular Code of Conduct and this form. I accept my responsibilities to them. I request and give my permission for _____ to participate in any and all Extra-Curricular activities.

Signature of Parent

Date

A student/athlete may not participate in try-outs, practice or contests until this signed permission form is on file with the school. Please sign above, detach from the Code of Conduct, and return this form to the coach/club advisor.

Attachment: PROPOSED Code of Conduct 2020-2021_accepted (3814 : District Code of Conduct)

LEVITTOWN PUBLIC SCHOOLS
Code of Conduct Summary - September 2020

This summary of the school district Code of Conduct has been developed as required by the New York State SAVE Act and will be distributed to students and parents at the beginning of the school year. The entire code is available at the Levittown District Website (www.Levittownschoools.com). This Code has been adopted by the Board of Education and submitted to the New York State Education Department as required by law. The Code applies to all students, school personnel, parents, and other visitors when on school property (including school buses and vehicles) or attending school functions and extracurricular activities. The Code contains the following provisions:

- Appropriate conduct, dress and language when on school property, including school functions and extracurricular activities as well as appropriate range of disciplinary procedures that may be imposed for violations of the Code.
- Acceptable civil and respectful treatment of teachers, administrators, other school personnel, students, and visitors on school property or at school functions and extracurricular activities as well as roles of teachers, coaches, administrators, other school personnel, the Board of Education and parents.
- Standards and procedures to assure the security and safety of students and school personnel.
- Provisions for the removal from the classroom, school property (including school functions and extracurricular activities) detention, suspension of students or other persons who violate the Code or who possess or use illegal substances or weapons, use of physical force, vandalize school property, or violate another student's civil rights, or threaten violence.
- Provisions for the removal of students from the classroom, including plans to ensure continued educational programming and activities for such students.
- Procedures by which violations are reported, determined, discipline measures imposed, and such measures carried out.
- Procedures by which students may be suspended or removed from participation in extracurricular activities, including sports.
- Procedures by which students may be disciplined in school for events that take place out of school when a connection to school exists.
- Provisions that ensure that enforcement of the Code is in compliance with state and federal laws relating to students with disabilities.
- Procedures for notifying local law enforcement agencies of Code violations which constitute a crime.
- Provisions for notifying persons in parental relation to the student of Code violations by the student.
- Provisions and procedures by which a complaint in criminal court, a juvenile delinquency petition or person in need of supervision petition as defined in Article Three and Seven of the Family Court Act will be filed.
- Circumstances under and procedures by which referral to appropriate human services agencies will be made.
- A minimum suspension period, for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom will be suspended from school for at least five days. The suspending authority may reduce such period on a case-by-case basis to be consistent with any other state or federal laws.
- Provisions by which students may be searched.

Please review the Code of Conduct on the district website and then sign and return the portion below:

I have read and understand the complete version of the Levittown School District Code of Conduct from the district website :

Student Name (please print): _____ School _____

Student Signature

Date

Parent/Guardian Signature

Date

Please return this tear-off to your child's classroom teacher (elementary) or 1st period teacher (secondary) no later than September 18, 2020. Thank you.

Attachment: PROPOSED Code of Conduct 2020-2021_accepted (3814 : District Code of Conduct)

PURCHASING POLICY & PROCEDURES MANUAL

OF THE

LEVITTOWN UNION FREE SCHOOL DISTRICT

**Tonie McDonald, Ed.D.
Superintendent of Schools**

**Revised Purchasing Policy
July 1, 2020**

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PURCHASING POLICY AND PROCEDURES MANUAL

INTRODUCTION

The objective of the Board of Education is to establish purchasing policies and procedures for the procurement of goods and services economically and efficiently of the appropriate quality, in the appropriate quantity, from the most appropriate source, at the best possible price, in compliance with all applicable federal, state and local requirements, and to ensure that all purchases fall within the framework of budgetary limitations.

The Board seeks to purchase competitively, without prejudice, favoritism, improvidence, extravagance, fraud or corruption. It is the policy of this District that all qualified suppliers shall have equal opportunity to bid on the requirements of the School District.

The Purchasing Policy and Procedures Manual has been prepared at the direction of the Board of Education as a statement of policy on which our purchasing practices and procedures are based. It will serve as a guide to the Board, to our staff and to interested residents of the District.

PURCHASING POLICY AND REGULATIONS

GENERAL

The Purchasing Agent shall be responsible for developing and administering the purchasing programs of the district. Yearly, the Board of Education appoints a Purchasing Agent for the district. In his/her absence, the Board has designated the Assistant Superintendent for Business and Finance to act as Purchasing Agent.

Competitive bids or quotations shall be solicited in connection with all purchases as defined by this policy and applicable law. Contracts shall be awarded to the lowest responsible bidder complying with specifications and with other bidding conditions stipulated by Section 103, General Municipal Law, except as permitted by law.

All purchase contracts for materials, equipment, or supplies involving an anticipated expenditure of or over \$20,000 annually, and all public work contracts involving over \$35,000 shall be put out for bid and awarded on the basis of competitive bidding. Purchase contracts and public works contracts subject to competitive bidding will be awarded to the lowest responsible bidder, however, the Board authorizes that purchase contracts may be awarded on the basis of best value, as defined in State Finance Law §163. Other exceptions to competitive bidding are outlined below. The Purchasing Agent or her designated representative together with at least one other individual, is authorized to open bids and record the same pursuant to law, and will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

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

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

In accordance with law, the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats. The term "alternative format" shall mean any medium or format for the presentation of

instructional materials, other than a traditional print textbook, that is needed as an accommodation for a disabled student enrolled in the district (or program of a BOCES), including but not limited to Braille, large print, open and closed captioned, audio, or an electronic file in a format compatible with alternative format conversion software that is appropriate to meet the needs of the individual student.

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

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

PURCHASE CONTRACT is a contract involving the acquisition of commodities, materials, supplies or equipment.

PURCHASE WORK CONTRACT is a contract involving services, labor or construction and material.

PURCHASE ORDERS OVER –\$10,000 will be shared with the Board of Education prior to final approval. Any purchase order questioned will be held until sufficient information is presented to satisfy the question. If necessary, the purchase order will be presented for review to the School Board. Upon approval by the Board, the purchase order will be processed. A formal motion is not necessary unless specifically requested and seconded.

PURCHASING PROCEDURES

GENERAL MUNICIPAL LAW, SECTION 103

A. DETERMINING WHETHER PROCUREMENT IS SUBJECT TO COMPETITIVE BIDDING

1. The Purchasing Agent will first determine if a proposed procurement is a purchase contract or a contract for public work, and whether the amount of the procurement is above the applicable monetary threshold stated previously.
2. The Purchasing Agent will document the basis for any determination that competitive bidding as outlined above, is not required by law. The following are exceptions to the competitive requirements:
 - a. EMERGENCIES: Instances wherein the procurement of goods or services arises out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property, the life, health, safety or property of inhabitants are involved. A Memorandum to the Superintendent and Board of Education shall explain how an emergency purchase meets the above criteria, and the Board of Education shall pass a resolution declaring an emergency prior to the purchase, if feasible. The district will make the purchases at the lowest possible costs, seeking competition by informal solicitation of quotes to the extent practicable under the circumstances. Records of verbal or written quotes will be maintained with the purchase requisition.
 - b. PURCHASES FROM PREFERRED SOURCES: These include NYS Department of Correctional Services - CORCRAFT, NYS Preferred Source Program for People Who are Blind (NYSPSP), New York State Industries for the Disabled Inc., Office of Mental Health and the U.S. Department of Veterans Affairs.
 - c. SOLE SOURCE ITEMS: These are procurements for which there is no possibility of competition. Documentation will be attached to the purchase requisitions indicating that two additional vendors have been contacted and were unable to provide the required items.
 - d. PURCHASES FROM GOVERNMENT CONTRACTS: New York State Contracts, County Contracts, BOCES (after approval by Resolution by the Board of Education), Municipal Cooperative Agreements, Surplus and second-hand supplies, material or equipment purchased from the federal government, State of New

York, or any other political subdivision within the State of New York.

- e. INSURANCE: The district will adopt insurance practices that will obtain the best coverage for the lowest cost. The district has the option of requiring formal request for proposals (RFP); documentation would include bid advertisements, specifications and awarding resolution. Written or verbal quotation forms could serve as documentation if formal RFP is not required. Contractors/Vendors shall not commence any work until all required insurance has been obtained and a Certificate of Insurance provided.
- f. PERISHABLE ITEMS: The following items need not be grouped – meats and provisions, fresh produce, frozen foods, milk, livestock, etc.
- g. UTILITIES: Gas or Electric (Monopolies)
- h. SMALL PROCUREMENTS: Purchases and/or contracts below New York State limits are also exempt but must adhere to all other policy and procedural guidelines.
- i. STATE-MANDATED OPERATIONS: Those that require certification of contracts, such as inspection of underground gas tanks.
- j. TESTING: The acquisition of products for testing evaluation purposes. Such testing will be coordinated and documented.
- k. PROFESSIONAL SERVICES: Because of the confidential nature of these services, they do not lend themselves to procurement solicitation. For initial contracts, at least three professionals will be contacted and asked to provide proposals. Requests for proposals may be used to obtain the services of architects, engineers, accountants, lawyers, underwriters, fiscal consultants, energy performance contractors and other professionals.

B. INSTALLMENT PURCHASE CONTRACTS

Voter authorization is required for installment purchase contracting. Provisions of the law are as follows:

1. The Board of Education must approve the contract.
2. The contract is not exempt from competitive bidding.

3. If the district is financing the contract through annual budget appropriations payments, the down payment cannot be greater than ten percent (10%) of the full contract price.
4. The installment payments should be substantially equal to each other.
5. Payments under this type of contract may not be made with the proceeds of the municipal bonds or notes.
6. The contract must contain an executory clause to the effect that the contract will be in effect only when funds are available.
7. Such a contract cannot be considered as indebtedness under Section 20.00 or 135.00 of the Local Finance Law.

In excess of bid limits, the following is also subject to Municipal Law, Section 103 in procurement of equipment:

1. LEASE/RENTAL OF PERSONAL PROPERTY: Section 1725 of the Education Law provides that:
 - (a) The Board of Education may enter into an agreement for the lease of personal property.
 - (b) The Board of Education must adopt a resolution stating the reason why such agreement is in the best financial interest of the district.
 - (c) The agreement may not exceed the current year unless the voters approve such agreement.
 - (d) Such agreements are subject to competitive bidding requirements if the total amount over the term of the contract exceeds the \$20,000 limit for purchase established by Section 103, General Municipal Law.

Note Related Regulations: Sec. **16-1725**, **16-1950(4)(y)**
 Sec. **23-101**, **23-103(1)(2)**, **23-103(2)**, **23-119**

2. LEASE / PURCHASE AGREEMENT FOR INSTRUCTIONAL EQUIPMENT:
 The Board of Education may only enter into a lease purchase agreement for personal property as provided for in Section 1725-a of the Education Law which:
 - (a) Authorizes such agreement for instructional equipment
 - (b) Are subject to written approval of the Commissioner
 - (c) Require formal bidding if the total amount over the term of the contract exceeds \$20,000
3. INSTALLMENT PURCHASE OF EQUIPMENT, MACHINERY AND APPARATUS: Section 109(b) of the General Municipal Law enables school districts to enter into installment purchase contracts for data processing and office copying and other equipment, machinery and apparatus. The intent of the legislation is to:
 - (a) Allow school districts to acquire ownership of the equipment upon completion of the contract.
 - (b) Effect economies when the annual payment under an installment contract is less costly than an annual lease.

C. SPECIAL AREAS

1. COOPERATIVE BID ARRANGEMENTS:
School districts may enter into contracts with BOCES to furnish hardware, software, training and maintenance of instructional services for a period not to exceed five (5) years under Education Law (1950 Subdivision 4 JJ). This Law allows school districts to enter into such contracts, executed by the Boards of Trustees of the school districts and the Board of Cooperative Education Services. Contract is subject to the approval of the Commissioner.
2. STANDARDIZATION: Makes it possible for the governing board to standardize a particular type of material or equipment, but does not eliminate the necessity to conform to competitive bidding requirement. There is no longer a need for the inclusion of the term “or equivalent” after make or model. Where there are reasons of efficiency or economy to standardize, the Board of Education will determine by resolution (by 3/5 vote) there is a need to standardize purchase contracts for a particular type or kind of equipment, material or supplies.
3. TRANSPORTATION AND CAFETERIA CONTRACTS: Covered by “Education Law” are subject to the same limits as “Purchase Contracts” except that transportation contracts may be entered into through an RFP instead of by competitive bid and, under special circumstances, may be renewed for up to five years.

GENERAL MUNICIPAL LAW, SECTION 104-b

D. PROCUREMENT OF MATERIAL UNDER BID LIMITS

Whenever feasible “Preferred Sources” and “Government Contracts” shall be used for purchases that are not required to be bid. When items are being purchased using “Preferred Sources” or “Government Contracts” and the amount of the purchase is greater than \$5,000, the procedure below “Purchase of Commodities, Equipment of Goods” must be followed.

Although formal written quotes are not required on purchases below \$1,000 total, every attempt should be made to contact the vendors to procure the lowest prices possible. Written quotations must be on the vendor’s letterhead. Faxed quotations are acceptable.

Quotations are to be obtained based on the unit cost of the item(s). If increased quantities of an item are being purchased, but the total cost of the purchase is still

under \$20,000, additional quotations may be requested at the discretion of the Purchasing Agent to ensure that the District is receiving the best possible pricing.

The following procedure will be followed for all other procurements not required to be bid:

PURCHASE OF COMMODITIES, EQUIPMENT OR GOODS

<u>Dollar Limit</u>	<u>Procedure</u>
\$1,000 –5,000	Documented verbal quotations from at least three separate vendors must be attached to the requisition.
\$5,001 – 15,000	Formal written quotations from three separate vendors must be attached to the purchase requisition.
\$15,001 – 19,999	Formal written quotes from five separate vendors must be attached to the purchase requisition.

\$20,000 and above Formal sealed bids are required, in conformance with General Municipal Law, Section 103.

PUBLIC WORK PROJECTS/CONTRACTS

\$1-1,000	At the discretion of the Purchasing Agent.
\$1,001-5,000	Verbal quotations from at least three separate vendors.
\$5,001 – 15,000	Written quotations from at least three separate vendors.
\$15,001 – 25,000	Formal written quotations from at least five separate vendors.
\$25,001 – 34,999	Formal Request for Proposal (RFP) with a response from at least three vendors.
\$35,000 and above	Formal sealed bids in conformance With General Municipal Law, Section 103.

Copies of quotations and/or associated bids or contracts referenced should be attached electronically to purchase requisitions in the nVision financial software and sent through the complete approval path to the Purchasing Department for final approval and for a Purchase Order to be processed. When the Purchase Order is generated, the electronic voucher package attached to the Purchase Order will be available to the Accounts Payable Department and also for later review by the Claims Auditors. Such quotations will include the name, address and phone number of the vendor contacted, name of the contacted person, item to be purchased specifying quantity, brand name and model number, the unit price of each item, the extended price, and the total price of the order.

NOTE: In instances wherein the procurement of goods or services arises out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property, the life, health, safety or property of the inhabitants are involved, the Assistant Superintendent for Business may authorize an expenditure without regard to the above. Immediately following, a memorandum to the Superintendent and Board of Education shall explain how an emergency purchase meets the above criteria.

E. **REJECTION OF LOW BIDDER**

The district will provide justification and documentation, and the Board of Education will approve such documentation of any Bid awarded to other than the lowest responsible bidder (i.e., lowest dollar offer), setting forth the reasons why such award is in the best interests of the District, and otherwise furthers the purposes of Section 104-b of the General Municipal Law. The reliability and/or past performance of the bidder providing the offer is a factor in determining the lowest responsible bidder. Unacceptable performance or products may include prior and/or current circumstance. The following list is provided for clarification only and is not intended to be all-inclusive. Any or all items may apply in a given case.

1. Inability to provide items as specified.
2. Inability to deliver materials or services in a timely fashion.
3. The substitution of alternate items to those bid without informing the district.
4. Varying from prescribed procedures and/or specifications for the performance of the service or contract without expressed permission of the district.
5. Failure or difficulty in providing proper certificates of insurance or performance bonds when required.
6. Failure to provide samples of alternate bid items when requested.

ALSO:

Any bids submitted past the required bid opening time will be returned to the vendor unopened as per NYS regulations. Any bids submitted without proper bid

deposit security specified in the General Conditions will be disqualified but may be reviewed at the discretion of the Purchasing Agent.

F. SAFEGUARDS

1. INTERNAL CONTROL

The Superintendent together with the Assistant Superintendent for Business and District Treasurer, will establish and maintain an internal control structure to ensure, to the best of their ability, that the district's assets will be safeguarded against loss from unauthorized use or disposition, that transactions will be executed in accordance with the law and district policies and regulations, and recorded properly in the financial records of the district. Internal controls will be reviewed annually by the external auditor.

THE UNINTENTIONAL FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF SECTION 104-b OF THE GENERAL MUNICIPAL LAW OR THE DISTRICT'S REGULATIONS REGARDING PROCUREMENT WILL NOT BE GROUNDS TO VOID ACTION TAKEN OR GIVE RISE TO A CAUSE OF ACTION AGAINST THE DISTRICT OR ANY OFFICER OR EMPLOYEE OF THE DISTRICT.

2. REVIEW

The policies and procedures shall be reviewed and adopted annually at the District Reorganization Meeting, by the Board of Education. Comments concerning the policies and procedures shall be solicited from Administrators, Supervisors, Directors and Principals annually.

PURCHASING PROCESS

Requisitioner: Official, Supervisor, Director, or Principal initiating a request for goods or services.

The forms used in the purchasing process are:

Requisition: A written (or electronic) request for one or more items or services necessary to carry on or improve a particular function.

Purchase Order: A formal notice/contract to a vendor to furnish the supplies or services described in detail thereon.

All locations throughout the district complete requisitions prior to the printing of purchase orders signed by the Administrator requesting goods or services, and forwarded to the

Purchasing Department where it is proofed for accuracy and budget codes. Each department head is responsible for compliance with the purchasing procedures adopted.

All purchase orders are approved by the appropriate Central Office designated Administrator and signed by the Purchasing Agent prior to mailing to vendor, thus certifying that money is available and that the appropriation has been encumbered.

Purchase Orders shall include the following essentials:

- a. A specification which adequately describes the characteristics and the quality standards of the item required.
- b. A firm, quoted, net delivered price, whenever possible. Prices shall be shown per unit and extended.
- c. Corresponding Bid, RFP, or contract number where applicable
- d. Clear "Send To" instructions including location, department and person.
- e. Signature of Purchasing Agent.
- f. Budget account code number.

Request for Transfers:

In the event sufficient funds are unavailable in one code, a Request for Transfer of funds from one code to another should be in writing and directed to the Assistant Superintendent for Business. Budget transfers will be made in accordance with Policy 5330 Budget Transfers.

Blanket Orders may be issued to various vendors for the purpose of consolidating items that are purchased frequently from the same vendor, i.e., automotive supplies.

Confirming Purchase Orders will be used only in emergencies and kept to a minimum. All confirming purchase orders require prior administrative approval through the Business Office.

Quotations and Requests for Proposals will be adhered to as stated in the Policy Section under 104-b, General Municipal Law.

PURCHASES DIRECTLY CHARGED TO A FEDERAL AWARD

To the extent that its requirements are not already included in this Policy, the District will comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, ("Uniform Guidance") when making purchases directly charged to a federal award. The District's contracts with respect to these purchases will contain the applicable provisions set forth in Appendix II to Part 200, Contract Provisions for Non- Federal Entity Contracts Under Federal Awards.

As required by the Uniform Guidance, the below provisions apply only to procurements for goods and services that are directly charged to a federal award and are to be applied in

addition to all other provisions set forth above in this Policy. The below provisions do not apply to indirect costs.

A. GENERAL PROCUREMENT STANDARDS

- (a) The District will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (b) (1) The District will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the District may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct will provide for the possibility of disciplinary action for violations of such standards by officers, employees, or agents of the District.
- (c) The District's procedures will avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (d) The District will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited, to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (e) (1) The District may use a "time and materials type contract" only after it determines that no other contract is suitable and provided that the contract includes a ceiling price that the contractor exceeds at its own risk. "Time and materials type contract" means a contract for which the cost to the District is the sum of:
 - (i) The actual cost of materials; and

- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract will set a ceiling price that the contractor exceeds at its own risk. Further, the District will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

- (f) The District alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the District of any contractual responsibilities pursuant to its contracts. The Federal awarding agency will not substitute its judgment for that of the District unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority with proper jurisdiction.

B. COMPETITION

- (a) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of this policy and applicable law. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for those procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (b) The District will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where

applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- (c) The District will have written procedures for procurement transactions. These procedures will ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it will conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which will be met by offers will be clearly stated; and

(2) Identify all requirements which the offerors will fulfill and all other factors to be used in evaluating bids or proposals.

- (d) The District will ensure that all prequalified lists of persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the District will not preclude potential bidders from qualifying during the solicitation period.

C. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES (SMWBE) AND LABOR SURPLUS AREA FIRMS

- (a) The District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

- (b) Affirmative steps will include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

D. FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY REVIEW

- (a) The District will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes that review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the District desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with the review usually limited to the technical aspects of the proposed purchase.
- (b) The District will make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents (for example, requests for proposals or invitations for bids, or independent cost estimates).
- (c) The District is exempt from the pre-procurement review in paragraph (b) above if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of the Uniform Guidance.
 - (1) The District may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews will occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - (2) The District may self-certify its procurement system. Such self-certification will not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the District that it is complying with these standards. The District will cite specific policies, procedures, regulations or standards as being in compliance with these requirements and have its system available for review.

ALL QUESTIONS REGARDING EITHER THESE POLICIES OR THEIR IMPLEMENTATION SHOULD BE ADDRESSED TO THE PURCHASING AGENT OR THE ASSISTANT SUPERINTENDENT FOR BUSINESS AND FINANCE.

PURCHASING POLICY & PROCEDURES MANUAL

OF THE

LEVITTOWN UNION FREE SCHOOL DISTRICT

**Tonie McDonald, Ed.D.
Superintendent of Schools**

**Revised Purchasing Policy
July 1, 202019**

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Attachment: Purchasing Policies Procedures_2020-2021_rev 06 22 20 (3819 : Purchasing Policy and Procedures Manual)

PURCHASING POLICY AND PROCEDURES MANUAL

INTRODUCTION

The objective of the Board of Education is to establish purchasing policies and procedures for the procurement of goods and services economically and efficiently of the appropriate quality, in the appropriate quantity, from the most appropriate source, at the best possible price, in compliance with all applicable federal, state and local requirements, and to ensure that all purchases fall within the framework of budgetary limitations.

The Board seeks to purchase competitively, without prejudice, favoritism, improvidence, extravagance, fraud or corruption. It is the policy of this District that all qualified suppliers shall have equal opportunity to bid on the requirements of the School District.

The Purchasing Policy and Procedures Manual has been prepared at the direction of the Board of Education as a statement of policy on which our purchasing practices and procedures are based. It will serve as a guide to the Board, to our staff and to interested residents of the District.

PURCHASING POLICY AND REGULATIONS

GENERAL

The Purchasing Agent shall be responsible for developing and administering the purchasing programs of the district. Yearly, the Board of Education appoints a Purchasing Agent for the district. In his/her absence, the Board has designated the Assistant Superintendent for Business and Finance to act as Purchasing Agent.

Competitive bids or quotations shall be solicited in connection with all purchases as defined by this policy and applicable law. Contracts shall be awarded to the lowest responsible bidder complying with specifications and with other bidding conditions stipulated by Section 103, General Municipal Law, except as permitted by law.

All purchase contracts for materials, equipment, or supplies involving an anticipated expenditure of or over \$20,000 annually, and all public work contracts involving over \$35,000 shall be put out for bid and awarded on the basis of competitive bidding. Purchase contracts and public works contracts subject to competitive bidding will be awarded to the lowest responsible bidder, however, the Board authorizes that purchase contracts may be awarded on the basis of best value, as defined in State Finance Law §163. Other exceptions to competitive bidding are outlined below. The Purchasing Agent or her designated representative together with at least one other individual, is authorized to open bids and record the same pursuant to law, and will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

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

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

In accordance with law, the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats. The term "alternative format" shall mean any medium or format for the presentation of

instructional materials, other than a traditional print textbook, that is needed as an accommodation for a disabled student enrolled in the district (or program of a BOCES), including but not limited to Braille, large print, open and closed captioned, audio, or an electronic file in a format compatible with alternative format conversion software that is appropriate to meet the needs of the individual student.

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

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

PURCHASE CONTRACT is a contract involving the acquisition of commodities, materials, supplies or equipment.

PURCHASE WORK CONTRACT is a contract involving services, labor or construction and material.

PURCHASE ORDERS OVER –\$10,000 will be shared with the Board of Education prior to final approval. Any purchase order questioned will be held until sufficient information is presented to satisfy the question. If necessary, the purchase order will be presented for review to the School Board. Upon approval by the Board, the purchase order will be processed. A formal motion is not necessary unless specifically requested and seconded.

PURCHASING PROCEDURES

GENERAL MUNICIPAL LAW, SECTION 103

A. DETERMINING WHETHER PROCUREMENT IS SUBJECT TO COMPETITIVE BIDDING

1. The Purchasing Agent will first determine if a proposed procurement is a purchase contract or a contract for public work, and whether the amount of the procurement is above the applicable monetary threshold stated previously.
2. The Purchasing Agent will document the basis for any determination that competitive bidding as outlined above, is not required by law. The following are exceptions to the competitive requirements:
 - a. EMERGENCIES: Instances wherein the procurement of goods or services arises out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property, the life, health, safety or property of inhabitants are involved. A Memorandum to the Superintendent and Board of Education shall explain how an emergency purchase meets the above criteria, and the Board of Education shall pass a resolution declaring an emergency prior to the purchase, if feasible. The district will make the purchases at the lowest possible costs, seeking competition by informal solicitation of quotes to the extent practicable under the circumstances. Records of verbal or written quotes will be maintained with the purchase requisition.
 - b. PURCHASES FROM PREFERRED SOURCES: These include NYS Department of Correctional Services - CORCRAFT, NYS Preferred Source Program for People Who are Blind (NYSPSP), New York State Industries for the Disabled Inc., Office of Mental Health and the U.S. Department of Veterans Affairs.
 - c. SOLE SOURCE ITEMS: These are procurements for which there is no possibility of competition. Documentation will be attached to the purchase requisitions indicating that two additional vendors have been contacted and were unable to provide the required items.
 - d. PURCHASES FROM GOVERNMENT CONTRACTS: New York State Contracts, County Contracts, BOCES (after approval by Resolution by the Board of Education), Municipal Cooperative Agreements, Surplus and second-hand supplies, material or equipment purchased from the federal government, State of New

York, or any other political subdivision within the State of New York.

- e. INSURANCE: The district will adopt insurance practices that will obtain the best coverage for the lowest cost. The district has the option of requiring formal request for proposals (RFP); documentation would include bid advertisements, specifications and awarding resolution. Written or verbal quotation forms could serve as documentation if formal RFP is not required. Contractors/Vendors shall not commence any work until all required insurance has been obtained and a Certificate of Insurance provided.
- f. PERISHABLE ITEMS: The following items need not be grouped – meats and provisions, fresh produce, frozen foods, milk, livestock, etc.
- g. UTILITIES: Gas or Electric (Monopolies)
- h. SMALL PROCUREMENTS: Purchases and/or contracts below New York State limits are also exempt but must adhere to all other policy and procedural guidelines.
- i. STATE-MANDATED OPERATIONS: Those that require certification of contracts, such as inspection of underground gas tanks.
- j. TESTING: The acquisition of products for testing evaluation purposes. Such testing will be coordinated and documented.
- k. PROFESSIONAL SERVICES: Because of the confidential nature of these services, they do not lend themselves to procurement solicitation. For initial contracts, at least three professionals will be contacted and asked to provide proposals. Requests for proposals may be used to obtain the services of architects, engineers, accountants, lawyers, underwriters, fiscal consultants, energy performance contractors and other professionals.

B. INSTALLMENT PURCHASE CONTRACTS

Voter authorization is required for installment purchase contracting. Provisions of the law are as follows:

1. The Board of Education must approve the contract.
2. The contract is not exempt from competitive bidding.

3. If the district is financing the contract through annual budget appropriations payments, the down payment cannot be greater than ten percent (10%) of the full contract price.
4. The installment payments should be substantially equal to each other.
5. Payments under this type of contract may not be made with the proceeds of the municipal bonds or notes.
6. The contract must contain an executory clause to the effect that the contract will be in effect only when funds are available.
7. Such a contract cannot be considered as indebtedness under Section 20.00 or 135.00 of the Local Finance Law.

In excess of bid limits, the following is also subject to Municipal Law, Section 103 in procurement of equipment:

1. LEASE/RENTAL OF PERSONAL PROPERTY: Section 1725 of the Education Law provides that:
 - (a) The Board of Education may enter into an agreement for the lease of personal property.
 - (b) The Board of Education must adopt a resolution stating the reason why such agreement is in the best financial interest of the district.
 - (c) The agreement may not exceed the current year unless the voters approve such agreement.
 - (d) Such agreements are subject to competitive bidding requirements if the total amount over the term of the contract exceeds the \$20,000 limit for purchase established by Section 103, General Municipal Law.

Note Related Regulations: Sec. **16-1725, 16-1950(4)(y)**
 Sec. **23-101, 23-103(1)(2), 23-103(2), 23-119**

2. LEASE / PURCHASE AGREEMENT FOR INSTRUCTIONAL EQUIPMENT:
 The Board of Education may only enter into a lease purchase agreement for personal property as provided for in Section 1725-a of the Education Law which:
 - (a) Authorizes such agreement for instructional equipment
 - (b) Are subject to written approval of the Commissioner
 - (c) Require formal bidding if the total amount over the term of the contract exceeds \$20,000
3. INSTALLMENT PURCHASE OF EQUIPMENT, MACHINERY AND APPARATUS: Section 109(b) of the General Municipal Law enables school districts to enter into installment purchase contracts for data processing and office copying and other equipment, machinery and apparatus. The intent of the legislation is to:
 - (a) Allow school districts to acquire ownership of the equipment upon completion of the contract.
 - (b) Effect economies when the annual payment under an installment contract is less costly than an annual lease.

C. SPECIAL AREAS

1. COOPERATIVE BID ARRANGEMENTS:

School districts may enter into contracts with BOCES to furnish hardware, software, training and maintenance of instructional services for a period not to exceed five (5) years under Education Law (1950 Subdivision 4 JJ). This Law allows school districts to enter into such contracts, executed by the Boards of Trustees of the school districts and the Board of Cooperative Education Services. Contract is subject to the approval of the Commissioner.

2. STANDARDIZATION: Makes it possible for the governing board to standardize a particular type of material or equipment, but does not eliminate the necessity to conform to competitive bidding requirement. There is no longer a need for the inclusion of the term “or equivalent” after make or model. Where there are reasons of efficiency or economy to standardize, the Board of Education will determine by resolution (by 3/5 vote) there is a need to standardize purchase contracts for a particular type or kind of equipment, material or supplies.

3. TRANSPORTATION AND CAFETERIA CONTRACTS: Covered by “Education Law” are subject to the same limits as “Purchase Contracts” except that transportation contracts may be entered into through an RFP instead of by competitive bid and, under special circumstances, may be renewed for up to five years.

GENERAL MUNICIPAL LAW, SECTION 104-b

D. PROCUREMENT OF MATERIAL UNDER BID LIMITS

Whenever feasible “Preferred Sources” and “Government Contracts” shall be used for purchases that are not required to be bid. When items are being purchased using “Preferred Sources” or “Government Contracts” and the amount of the purchase is greater than \$5,000, the procedure below “Purchase of Commodities, Equipment of Goods” must be followed.

Although formal written quotes are not required on purchases below \$1,000 total, every attempt should be made to contact the vendors to procure the lowest prices possible. Written quotations must be on the vendor’s letterhead. Faxed quotations are acceptable.

Quotations are to be obtained based on the unit cost of the item(s). If increased quantities of an item are being purchased, but the total cost of the purchase is still

under \$20,000, additional quotations may be requested at the discretion of the Purchasing Agent to ensure that the District is receiving the best possible pricing.

The following procedure will be followed for all other procurements not required to be bid:

PURCHASE OF COMMODITIES, EQUIPMENT OR GOODS

Dollar Limit

Procedure

\$1,000 –5,000

Documented verbal quotations from at least three separate vendors must be attached to the requisition.

\$5,001 – 15,000

Formal written quotations from three separate vendors must be attached to the purchase requisition.

\$15,001 – 19,999

Formal written quotes from five separate vendors must be attached to the purchase requisition.

\$20,000 and above Formal sealed bids are required, in conformance with General Municipal Law, Section 103.

PUBLIC WORK PROJECTS/CONTRACTS

\$1-1,000

At the discretion of the Purchasing Agent.

\$1,001-5,000

Verbal quotations from at least three separate vendors.

\$5,001 – 15,000

Written quotations from at least three separate vendors.

\$15,001 – 25,000

Formal written quotations from at least five separate vendors.

\$25,001 – 34,999

Formal Request for Proposal (RFP) with a response from at least three vendors.

\$35,000 and above

Formal sealed bids in conformance With General Municipal Law, Section 103.

Copies of quotations and/or associated bids or contracts referenced should be attached electronically to purchase requisitions in the nVision financial software and sent through the complete approval path to the Purchasing Department for final approval and for a Purchase Order to be processed. When the Purchase Order is generated, the electronic voucher package attached to the Purchase Order will be sent-available to the Accounts Payable Department and also for later review by the Claims Auditors. Such quotations will include the name, address and phone number of the vendor contacted, name of the contacted person, item to be purchased specifying quantity, brand name and model number, the unit price of each item, the extended price, and the total price of the order.

NOTE: In instances wherein the procurement of goods or services arises out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property, the life, health, safety or property of the inhabitants are involved, the Assistant Superintendent for Business may authorize an expenditure without regard to the above. Immediately following, a memorandum to the Superintendent and Board of Education shall explain how an emergency purchase meets the above criteria.

E. **REJECTION OF LOW BIDDER**

The district will provide justification and documentation, and the Board of Education will approve such documentation of any Bid awarded to other than the lowest responsible bidder (i.e., lowest dollar offer), setting forth the reasons why such award is in the best interests of the District, and otherwise furthers the purposes of Section 104-b of the General Municipal Law. The reliability and/or past performance of the bidder providing the offer is a factor in determining the lowest responsible bidder. Unacceptable performance or products may include prior and/or current circumstance. The following list is provided for clarification only and is not intended to be all-inclusive. Any or all items may apply in a given case.

1. Inability to provide items as specified.
2. Inability to deliver materials or services in a timely fashion.
3. The substitution of alternate items to those bid without informing the district.
4. Varying from prescribed procedures and/or specifications for the performance of the service or contract without expressed permission of the district.
5. Failure or difficulty in providing proper certificates of insurance or performance bonds when required.
6. Failure to provide samples of alternate bid items when requested.

ALSO:

Any bids submitted past the required bid opening time will be returned to the vendor unopened as per NYS regulations. Any bids submitted without proper bid

deposit security specified in the General Conditions will be disqualified but may be reviewed at the discretion of the Purchasing Agent.

F. SAFEGUARDS

1. INTERNAL CONTROL

The Superintendent together with the Assistant Superintendent for Business and District Treasurer, will establish and maintain an internal control structure to ensure, to the best of their ability, that the district's assets will be safeguarded against loss from unauthorized use or disposition, that transactions will be executed in accordance with the law and district policies and regulations, and recorded properly in the financial records of the district. Internal controls will be reviewed annually by the external auditor.

THE UNINTENTIONAL FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF SECTION 104-b OF THE GENERAL MUNICIPAL LAW OR THE DISTRICT'S REGULATIONS REGARDING PROCUREMENT WILL NOT BE GROUNDS TO VOID ACTION TAKEN OR GIVE RISE TO A CAUSE OF ACTION AGAINST THE DISTRICT OR ANY OFFICER OR EMPLOYEE OF THE DISTRICT.

2. REVIEW

The policies and procedures shall be reviewed and adopted annually at the District Reorganization Meeting, by the Board of Education. Comments concerning the policies and procedures shall be solicited from Administrators, Supervisors, Directors and Principals annually.

PURCHASING PROCESS

Requisitioner: Official, Supervisor, Director, or Principal initiating a request for goods or services.

The forms used in the purchasing process are:

Requisition: A written (or electronic) request for one or more items or services necessary to carry on or improve a particular function.

Purchase Order: A formal notice/contract to a vendor to furnish the supplies or services described in detail thereon.

All locations throughout the district complete requisitions prior to the printing of purchase orders signed by the Administrator requesting goods or services, and forwarded to the

Purchasing Department where it is proofed for accuracy and budget codes. Each department head is responsible for compliance with the purchasing procedures adopted.

All purchase orders are approved by the appropriate Central Office designated Administrator and signed by the Purchasing Agent prior to mailing to vendor, thus certifying that money is available and that the appropriation has been encumbered.

Purchase Orders shall include the following essentials:

- a. A specification which adequately describes the characteristics and the quality standards of the item required.
- b. A firm, quoted, net delivered price, whenever possible. Prices shall be shown per unit and extended.
- c. Corresponding Bid, RFP, or contract number where applicable
- d. Clear "Send To" instructions including location, department and person.
- e. Signature of Purchasing Agent.
- f. Budget account code number.

Request for Transfers:

In the event sufficient funds are unavailable in one code, a Request for Transfer of funds from one code to another should be in writing and directed to the Assistant Superintendent for Business. Budget transfers will be made in accordance with Policy 5330 Budget Transfers.

Blanket Orders may be issued to various vendors for the purpose of consolidating items that are purchased frequently from the same vendor, i.e., automotive supplies.

Confirming Purchase Orders will be used only in emergencies and kept to a minimum. All confirming purchase orders require prior administrative approval through the Business Office.

Quotations and Requests for Proposals will be adhered to as stated in the Policy Section under 104-b, General Municipal Law.

PURCHASES DIRECTLY CHARGED TO A FEDERAL AWARD

To the extent that its requirements are not already included in this Policy, the District will comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, ("Uniform Guidance") when making purchases directly charged to a federal award. The District's contracts with respect to these purchases will contain the applicable provisions set forth in Appendix II to Part 200, Contract Provisions for Non- Federal Entity Contracts Under Federal Awards.

As required by the Uniform Guidance, the below provisions apply only to procurements for goods and services that are directly charged to a federal award and are to be applied in

addition to all other provisions set forth above in this Policy. The below provisions do not apply to indirect costs.

A. GENERAL PROCUREMENT STANDARDS

- (a) The District will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (b) (1) The District will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the District may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct will provide for the possibility of disciplinary action for violations of such standards by officers, employees, or agents of the District.
- (c) The District's procedures will avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (d) The District will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited, to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (e) (1) The District may use a "time and materials type contract" only after it determines that no other contract is suitable and provided that the contract includes a ceiling price that the contractor exceeds at its own risk. "Time and materials type contract" means a contract for which the cost to the District is the sum of:
 - (i) The actual cost of materials; and

- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract will set a ceiling price that the contractor exceeds at its own risk. Further, the District will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
~~controls.~~

- (f) The District alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the District of any contractual responsibilities pursuant to its contracts. The Federal awarding agency will not substitute its judgment for that of the District unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority with proper jurisdiction.

B. COMPETITION

- (a) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of this policy and applicable law. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for those procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (b) The District will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical

preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- (c) The District will have written procedures for procurement transactions. These procedures will ensure that all solicitations:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it will conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which will be met by offers will be clearly stated; and
 - (2) Identify all requirements which the offerors will fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The District will ensure that all prequalified lists of persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the District will not preclude potential bidders from qualifying during the solicitation period.

C. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES (SMWBE) AND LABOR SURPLUS AREA FIRMS

- (a) The District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
- (b) Affirmative steps will include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

D. FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY REVIEW

- (a) The District will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes that review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the District desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with the review usually limited to the technical aspects of the proposed purchase.
- (b) The District will make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents (for example, requests for proposals or invitations for bids, or independent cost estimates).
- (c) The District is exempt from the pre-procurement review in paragraph (b) above if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of the Uniform Guidance.
 - (1) The District may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews will occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - (2) The District may self-certify its procurement system. Such self-certification will not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the District that it is complying with these standards. The District will cite specific policies, procedures, regulations or standards as being in compliance with these requirements and have its system available for review.

ALL QUESTIONS REGARDING EITHER THESE POLICIES OR THEIR IMPLEMENTATION SHOULD BE ADDRESSED TO THE PURCHASING AGENT OR THE ASSISTANT SUPERINTENDENT FOR BUSINESS AND FINANCE.