

**BOARD MEETING:** Regular Meeting  
**DATE:** Wednesday, March 22, 2023  
**TIME:** 6:00 p.m.  
**PLACE:** Naples High School Cafeteria

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of March 22, 2023 (Board Action)

IV. Executive Session (Board Action)

V. Pledge of Allegiance

VI. Public Comments: The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.

Those items brought to the attention of the Board during this time may be taken under consideration for future response or action. (*Individual comments will be limited to three minutes.*)

As a matter of courtesy, we ask that issues related to specific School District personnel or students be brought to the attention of the Superintendent of Schools privately. Thank you for this consideration.

Board Response: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.

VII. Points of Interest

VIII. Superintendent Recognitions & Updates

- Science Department Report
- Student Representative Update
- Superintendent Update
- School Business Administrator Update

IX. Board Reports

- Budget Committee

X. Minutes (Board Action)

- Regular Meeting of February 15, 2023

XI. Independent Auditor Services (Board Action)

XII. Business (Board Action)

- Treasurer's Report
- Policy Updates

XIII. Personnel (Board Action)

- Unpaid Days

XIV. Consent Agenda Items (Board Action)

- CSE Committee Recommendations
- Substitutes

XV. Executive Session (Board Action)

XVI. Adjournment (Board Action)

## Regular Meeting

March 22, 2023

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, March 22, 2023 at \_\_\_\_\_ p.m. in the Naples High School Cafeteria.

Members Present:	Robert Brautigam	Steven Mark
	Joseph Callaghan	Gail Musnicki
	Jacob Hall	Angela Rischpater
	Amie Levine	Maura Sullivan
	Kelley Louthan	

Members Absent:

Also Present: Kevin Swartz, Chad Hunt, Kristina A. Saucke, Nicole J. Green, Katherine Piedici, Lindsey Evershed-Pursel, Nedelcho Neumann and Pamela Claes.

A quorum being present, the meeting was called to order at \_\_\_\_\_ p.m. by Board President Jacob Hall.

### **Motion:**

**2<sup>nd</sup>:**

Resolved, that the Board of Education approves the agenda of the Regular Meeting of March 22, 2023 as presented.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

### **Motion:**

**2<sup>nd</sup>:**

Resolved, that the Board of Education approves calling an executive session at \_\_\_\_\_ p.m. for the purpose of discussing the employment history of a particular person or persons.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Time out of Executive Session:** \_\_\_\_\_ p.m.

### **Motion:**

**2<sup>nd</sup>:**

Resolved, that the Board of Education approves the minutes of the following meeting as presented:

- Regular Meeting of February 15, 2023

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

### **Motion:**

**2<sup>nd</sup>:**

**Whereas**, the Naples Central School District (the “School District”) issued a Request for Proposals for Independent Auditor on February 28, 2023; and

**Whereas**, Mengle Metzger Barr & Co, LLP (the “Firm”) submitted a Proposal to the School District in response to the RFP dated March 15, 2023; and

**Whereas**, the School District selected the Firm as its provider of Independent Auditor Services;

Now Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration the sufficiency of which is hereby acknowledged by both parties, the School District and the Firm agree as follows:

**AGREEMENT**

1. **PARTIES AND TERM:** This Agreement for Independent Auditor Services is made by and between the Naples Central School District and Mengel, Metzger, Barr & Co (collectively “the parties”). This Agreement shall begin on March 22, 2023, and extend through the fiscal year ending June 30, 2025, provided that either party shall have the option to cancel the engagement as set forth in paragraph 8. Any extension of the Agreement shall be memorialized in an addendum to this Agreement, or a separate agreement.
2. **RESPONSIBILITIES OF THE FIRM:**
  - a. **RFP.** The terms of the Request for Proposals for Independent Auditor Services issued by the School District on February 28, 2023 (hereinafter “RFP”) are incorporated herein by reference.
  - b. **Competence.** The Firm represents and warrants that it, and its employees assigned to work on services performed under this Agreement, possess the qualifications and experience set forth in the Firm’s proposal.
  - c. **Scope of Work to be Performed.** The Firm shall be responsible for completing any additional duties set forth in the RFP. In addition, the Firm will express an opinion on the fair presentation of the School District’s financial statements in conformity with generally accepted accounting principles. The Firm is to express an opinion on the fair presentation of the School District’s Extra classroom activity funds in conformity with another comprehensive basis of accounting (cash basis). The Firm shall audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the School District each fiscal year during the term. 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 School 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. The Firm shall apply certain procedures to the School District's RSI in accordance with auditing standards generally accepted in the United States of America. These 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 the Firm’s inquiries, the basic financial statements, and other knowledge the Firm obtained during its audit of the basic financial statements. 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:
    - Management's Discussion and Analysis.
    - Schedule of Funding Progress of the Other Postemployment Benefits.
    - Schedule of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual- General Fund.

- Schedule of District Contributions.
- Schedules of the District's Proportionate Share of the Net Pension Liability.

The Firm shall also report on supplementary information other than RSI that accompanies the School District's financial statements. The Firm will subject the following supplementary information to the auditing procedures applied in its 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 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:

- Schedule of Expenditures of Federal Awards.
- Schedule of Change from Original Budget to Revised Budget and Section 1318 of Real Property Tax Law Limit Calculation.
- Schedule of Project Expenditures - Capital Projects Fund.
- Net Investments in Capital Assets.

**d. Auditing Standards to be Followed.** The audit shall be performed in accordance with:

- 1) Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- 2) Applicable standards promulgated by the Comptroller of the State of New York;
- 3) Applicable Regulations of the Commissioner of Education;
- 4) Applicable Regulations of the Federal Government as defined in OMB Circular A-133 and supplements;
- 5) Applicable standards issued by the Comptroller General of the United States; and
- 6) Applicable statements issued by the Governmental Accounting Standards Board (GASB).

Special audits or management services shall be performed in accordance with specific guidelines from the Superintendent, or his/her designee. From time-to-time, over the course of the year, the Firm shall be expected to provide input and advice to District personnel on proper accounting procedures for specific items as they relate to ensuring the accounts are properly prepared for full audit and compliance with all applicable laws and regulations. This advice should include five hours annually, minimum.

**e. Reports to be Issued.** Following the completion of the audit of the fiscal year's financial statements, the Firm shall issue:

- 1) The minimum audit schedules for a school district as issued by the New York State Education Department;
- 2) An audit opinion with accompanying District-wide and fund financial statements and notes for all funds and account groups of the District;



- 3) An audit opinion with accompanying financial statements and notes for Extra classroom Activity Funds;
- 4) An audit opinion with accompanying financial statements and notes for Single Audit programs; and
- 5) A management letter that includes a summation statement of audit findings, a description of any material weaknesses in internal controls, and recommendations for financial management improvements.

A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the District's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Non-reportable conditions discovered by the auditors shall be verbally reported to management.

- f. **Reporting to the Board of Education.** The Firm shall conduct an annual presentation of the reports referenced herein, to the Naples Board of Education at a regularly scheduled public meeting, normally in October of each year. This shall include preparation of sufficient copies of the audit report for each board member and the Superintendent (including management letter), and for submission to state and federal agencies as required by law or regulation, with five additional copies available for continuing disclosure purposes (minimum 18 total, 10 of which shall contain the management letter).

g. **Special Considerations**

- 1) **Interim Fieldwork.** Interim fieldwork may be performed at a mutually agreed upon time during the month of May and June each year. The objective of interim fieldwork is to become familiar with the various accounts, to test for internal controls, and to pose questions or concerns prior to the production of final year-end statements. Prior to any desired interim fieldwork, the Firm shall meet with the Executive Director of School Business Administration to discuss any required supporting documentation.
- 2) **Reports and Filing Requirements.** School District personnel will be provided drafts of all reports, management letters, and Firm opinions prior to final preparation and submission. Draft statements shall be provided within one (1) week of completion of the formal audit to assist School District personnel in completion of the Management Discussion and Analysis of the report. The October 15 filing deadline established in law must be met unless otherwise mutually agreed upon. The final report to the Board of Education must occur by the first meeting in November. Copies of the final audit report shall be provided to the District Clerk no later than the Friday before the meeting.
- 3) **Working Papers Retention.** All working papers associated with this Agreement shall be retained for a minimum of seven years (7) from the date of the audit, or for any additional period requested by the New York State Office of the State Comptroller, the New York State Education Department or its designee, a State

or federal agency providing direct or indirect funding. 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. Further, all such working papers shall be available for examination by authorized representatives of cognizant agencies, the Board of Education, and subsequent independent auditors.

- 4) Report Preparation. Report preparation, editing and printing shall be the responsibility of the auditor.

**3. RESPONSIBILITIES OF THE SCHOOL DISTRICT:**

- a. The School District will provide the Firm with the basic information required for an audit. The Business and Finance Office and responsible management personnel will be available during the audit to assist the Firm by providing information, documentation and explanations.
- b. Personnel will be available to provide systems documentation and explanations. The Firm will be provided computer time and access to the School District computer hardware and software on mutually agreed terms.
- c. The staff of the School District will prepare those schedules for the Firm as mutually agreed to.
- d. The School District will provide the Firm with reasonable work space, desks and chairs. The Firm will also be provided with access to telephone lines, photocopying facilities and fax machines for District-related business use only.
- e. The Superintendent of Schools, or his or her designee, shall be responsible for the overall supervision of this Agreement.

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

5. **MUTUAL INDEMNIFICATION:** Each party (for purposes of this Paragraph 5, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph 5, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any

deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

6. **RELATIONSHIP BETWEEN THE PARTIES:** The Firm and the School District shall act at all times under this Agreement as independent contractors. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the purposes expressed in this Agreement. Each party shall be and remain responsible for all hiring and firing decisions relating to its personnel and for all costs associated with its personnel, including but not limited to salaries, wages, other compensation, taxes, tax withholding and fringe benefits (if any).
7. **PAYMENT:** TO BE DETERMINED.
8. **TERMINATION:** Each party shall have the option to cancel the engagement, provided that thirty (30) days' written notice is given to the other party.
9. **NOTICES.** All notices provided under this Agreement must be in writing at the following addresses:

To the School District: Superintendent of Schools  
Naples Central School District  
136 North Main Street  
Naples, New York 14512

To the Firm: Mengel, Metzger, Barr & Co. LLC  
100 Chestnut Street, Suite 1200  
Rochester, NY 14604

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

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

**2<sup>nd</sup>:**

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following Business resolutions as presented:**

- Resolved, that the Board of Education approves the Treasurer's monthly reports as follows:  
For the period ending February 2023.
- Upon the recommendation of the Policy Committee, with no second reading required as per Policy # 1410, approval is hereby given for the following Policies:
  - Policy # 1650 : Submission of Questions and Propositions at the Annual Meeting and Election and Special District Meetings
  - Policy # 3140 : Flag Display
  - Policy # 3310 : Public Access to Records
  - Policy # 3410 : Code of Conduct on School Property
  - Policy # 3420 : Non-Discrimination and Anti-Harassment in the School District
  - Policy # 5220 : District Investments
  - Policy # 5410 : Purchasing: Competitive Bidding and Offering
  - Policy # 5660 : School Food Service Program (Lunch and Breakfast)
  - Policy # 5661 : District Wellness Policy
  - Policy # 5672 : Information Security Breach and Notification
  - Policy # 5676 : Privacy and Security for Student Data and Teacher and Principal Data
  - Policy # 5741 : Drug and Alcohol Testing for School Bus Drivers and Other Safety-Sensitive Employees
  - Policy # 6110 : Code of Ethics for Board Members and All District Personnel
  - Policy # 6120 : Equal Employment Opportunity
  - Policy # 6121 : Sexual Harassment in the Workplace
  - Policy # 6170 : Safety of Students (Fingerprinting Clearance of New Hires)
  - Policy # 6551 : Family and Medical Leave Act
  - Policy # 7110 : Comprehensive Student Attendance Policy
  - Policy # 7131 : Education of Students in Temporary Housing
  - Policy # 7210 : Student Evaluation, Promotion and Placement
  - Policy # 7211 : Provision of Interpreter Services to Parents Who Are Hearing Impaired
  - Policy # 7214 : Response to Intervention (RTI) Process
  - Policy # 7223 : Participation in Graduation Ceremonies and Activities
  - Policy # 7240 : Student Records: Access and Challenge
  - Policy # 7250 : Student Privacy, Parental Access to Information, and Administration of Certain Physical Examinations to Minors

- Policy # 7360 : Weapons in School and the Gun-Free Schools Act
- Policy # 7530 : Child Abuse and Maltreatment
- Policy # 7551 : Sexual Harassment of Students
- Policy # 7560 : Dignity for All Students Act
- Policy # 7611 : Student Appropriate Special Education Programs and Related Services for Students with Disabilities
- Policy # 7612 : Grouping by Similarity of Needs
- Policy # 7614 : Preschool Special Education Program
- Policy # 7615 : Least Restrictive Environment
- Policy # 7616 : School-Wide Pre-Referral Approaches and Intervention
- Policy # 7617 : Declassification of Students with Disabilities
- Policy # 7618 : Use of Time Out Rooms
- Policy # 7620 : Students with Disabilities Participating in School District Programs
- Policy # 7621 : Section 504 of the Rehabilitation Act of 1973
- Policy # 7631 : Committee on Special Education (CSE)/Committee on Preschool Special Education (CPSE)
- Policy # 7640 : Confidentiality and Access to Student Individualized Education Program (IEP)
- Policy # 7670 : Due Process Complaints: Selection and Board Appointment of Impartial Hearing Officers
- Policy # 8130 : Equal Educational Opportunities
- Policy # 8271 : Internet Safety/Internet Content Filtering Policy
- Policy # 8370 : Animal Dissection Opt-Out
- Policy # 8490 : Title IX and Sex Discrimination in the School District

**Voting Yes:****Motion Carried****Voting No:****Motion Denied****Motion:****2<sup>nd</sup>:**

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following personnel item as presented:**

- Resolved, that the Board of Education approves the following request for unpaid leave:
  - Trisa L. Harvey: Three (3) Unpaid days – From May 22, 2023 through May 24, 2023

**Voting Yes:****Motion Carried****Voting No:****Motion Denied**

**Motion:**

**2<sup>nd</sup>:**

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education, approves the Consent Agenda Items as presented:**

- a. Resolved, that the Board of Education accepts the committee recommendations from the following meetings:
  - CSE Committee actions of February 9, 2023; and February 28, 2023.
- b. Resolved, that the Board of Education hereby approves the following Substitute appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Jordon Wilkins	Food Service Helper	33 Academy Street, Apt. 1, Naples, NY 14512
Jordon Wilkins	Cleaner	33 Academy Street, Apt. 1, Naples, NY 14512
Kristin Girard	Food Service Helper	8 Cohocton Street, Naples, NY 14512
Hannah Steff	Teacher	182 North Main Street, Naples, NY 14512
Molly Dutcher	Teacher	4946 Wyfells Road, Canandaigua, NY 14424

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

**2<sup>nd</sup>:**

Resolved, that the Board of Education approves calling an executive session at \_\_\_\_\_ p.m. for the purpose of discussing the possible acquisition of a particular parcel of land.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Time out of Executive Session: \_\_\_\_\_ p.m.**

**Motion:**

**2<sup>nd</sup>:**

There being no further business, the Regular Meeting of March 22, 2023 is hereby adjourned at \_\_\_\_\_ p.m.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

## **AGREEMENT FOR INDEPENDENT AUDITOR SERVICES**

**WHEREAS**, the Naples Central School District (the “School District”) issued a Request for Proposals for Independent Auditor Services on February 28, 2023; and

**WHEREAS**, Mengel, Metzger, Barr & Co. (the “Firm”) submitted a Proposal to the School District in response to the RFP dated February 28, 2023; and

**WHEREAS**, the School District selected the Firm as its provider of Independent Auditor Services;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration the sufficiency of which is hereby acknowledged by both parties, the School District and the Firm agree as follows.

### **AGREEMENT**

1. **PARTIES AND TERM:** This Agreement for Independent Auditor Services is made by and between the Naples Central School District and Mengel, Metzger, Barr & Co (collectively “the parties”). This Agreement shall begin on March 22, 2023, and extend through the fiscal year ending June 30, 2025, provided that either party shall have the option to cancel the engagement as set forth in paragraph 8. Any extension of the Agreement shall be memorialized in an addendum to this Agreement, or a separate agreement.
2. **RESPONSIBILITIES OF THE FIRM:**
  - a. **RFP.** The terms of the Request for Proposals for Independent Auditor Services issued by the School District on February 28, 2023 (hereinafter “RFP”) are incorporated herein by reference.
  - b. **Competence.** The Firm represents and warrants that it, and its employees assigned to work on services performed under this Agreement, possess the qualifications and experience set forth in the Firm’s proposal.
  - c. **Scope of Work to be Performed.** The Firm shall be responsible for completing any additional duties set forth in the RFP. In addition, the Firm will express an opinion on the fair presentation of the School District’s financial statements in conformity with generally accepted accounting principles. The Firm is to express an opinion on the fair presentation of the School District’s Extra classroom activity funds in conformity with another comprehensive basis of accounting (cash basis). The Firm shall audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the School District each fiscal year during the term. 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 School 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. The Firm shall apply certain procedures to the School District's RSI in accordance with auditing standards generally accepted in the United States of America. These 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 the Firm's inquiries, the basic financial statements, and other knowledge the Firm obtained during its audit of the basic financial statements. 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:

- Management's Discussion and Analysis.
- Schedule of Funding Progress of the Other Postemployment Benefits.
- Schedule of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual- General Fund.
- Schedule of District Contributions.
- Schedules of the District's Proportionate Share of the Net Pension Liability.

The Firm shall also report on supplementary information other than RSI that accompanies the School District's financial statements. The Firm will subject the following supplementary information to the auditing procedures applied in its 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 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:

- Schedule of Expenditures of Federal Awards.
- Schedule of Change from Original Budget to Revised Budget and Section 1318 of Real Property Tax Law Limit Calculation.
- Schedule of Project Expenditures - Capital Projects Fund.
- Net Investments in Capital Assets.

d. **Auditing Standards to be Followed.** The audit shall be performed in accordance with:

- 1) Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- 2) Applicable standards promulgated by the Comptroller of the State of New York;
- 3) Applicable Regulations of the Commissioner of Education;



- 4) Applicable Regulations of the Federal Government as defined in OMB Circular A-133 and supplements;
- 5) Applicable standards issued by the Comptroller General of the United States; and
- 6) Applicable statements issued by the Governmental Accounting Standards Board (GASB).

Special audits or management services shall be performed in accordance with specific guidelines from the Superintendent, or his/her designee. From time-to-time, over the course of the year, the Firm shall be expected to provide input and advice to District personnel on proper accounting procedures for specific items as they relate to ensuring the accounts are properly prepared for full audit and compliance with all applicable laws and regulations. This advice should include five hours annually, minimum.

- e. **Reports to be Issued.** Following the completion of the audit of the fiscal year's financial statements, the Firm shall issue:

- 1) The minimum audit schedules for a school district as issued by the New York State Education Department;
- 2) An audit opinion with accompanying District-wide and fund financial statements and notes for all funds and account groups of the District;
- 3) An audit opinion with accompanying financial statements and notes for Extra classroom Activity Funds;
- 4) An audit opinion with accompanying financial statements and notes for Single Audit programs; and
- 5) A management letter that includes a summation statement of audit findings, a description of any material weaknesses in internal controls, and recommendations for financial management improvements.

A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the District's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Non-reportable conditions discovered by the auditors shall be verbally reported to management.

- f. **Reporting to the Board of Education.** The Firm shall conduct an annual presentation of the reports referenced herein, to the Naples Board of Education at a regularly scheduled public meeting, normally in October of each year. This shall include preparation of sufficient copies of the audit report for each board member and the Superintendent (including management letter), and for submission to state and federal agencies as required by law or regulation, with five additional copies available for continuing disclosure purposes (minimum 18 total, 10 of which shall contain the management letter).

**g. Special Considerations**

- 1) Interim Fieldwork. Interim fieldwork may be performed at a mutually agreed upon time during the month of May and June each year. The objective of interim fieldwork is to become familiar with the various accounts, to test for internal controls, and to pose questions or concerns prior to the production of final year-end statements. Prior to any desired interim fieldwork, the Firm shall meet with the Executive Director of School Business Administration to discuss any required supporting documentation.
- 2) Reports and Filing Requirements. School District personnel will be provided drafts of all reports, management letters, and Firm opinions prior to final preparation and submission. Draft statements shall be provided within one (1) week of completion of the formal audit to assist School District personnel in completion of the Management Discussion and Analysis of the report. The October 15 filing deadline established in law must be met unless otherwise mutually agreed upon. The final report to the Board of Education must occur by the first meeting in November. Copies of the final audit report shall be provided to the District Clerk no later than the Friday before the meeting.
- 3) Working Papers Retention. All working papers associated with this Agreement shall be retained for a minimum of seven years (7) from the date of the audit, or for any additional period requested by the New York State Office of the State Comptroller, the New York State Education Department or its designee, a State or federal agency providing direct or indirect funding. 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. Further, all such working papers shall be available for examination by authorized representatives of cognizant agencies, the Board of Education, and subsequent independent auditors.
- 4) Report Preparation. Report preparation, editing and printing shall be the responsibility of the auditor.

**3. RESPONSIBILITIES OF THE SCHOOL DISTRICT:**

- a. The School District will provide the Firm with the basic information required for an audit. The Business and Finance Office and responsible management personnel will be available during the audit to assist the Firm by providing information, documentation and explanations.
- b. Personnel will be available to provide systems documentation and explanations. The Firm will be provided computer time and access to the School District computer hardware and software on mutually agreed terms.

- c. The staff of the School District will prepare those schedules for the Firm as mutually agreed to.
  - d. The School District will provide the Firm with reasonable work space, desks and chairs. The Firm will also be provided with access to telephone lines, photocopying facilities and fax machines for District-related business use only.
  - e. The Superintendent of Schools, or his or her designee, shall be responsible for the overall supervision of this Agreement.
4. **CONFIDENTIALITY:** By the nature of the services it renders to the School District, the Firm will acquire knowledge of sensitive information regarding District operations, employees, and students. Such information is confidential and not subject to disclosure by the School District under the Freedom of Information Law. The use of such information to the advantage of the Firm or its employees, agents, or representatives, or the disclosure of such information to third parties is prohibited.
5. **MUTUAL INDEMNIFICATION:** Each party (for purposes of this Paragraph 5, the party of the first part shall be referred to as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph 5, the party of the second part shall be referred to as the “Indemnified Party”) from and against: (a) any and all liability arising out of the Indemnifying Party’s failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party’s performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.
6. **RELATIONSHIP BETWEEN THE PARTIES:** The Firm and the School District shall act at all times under this Agreement as independent contractors. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the purposes expressed in this Agreement. Each party shall be and remain responsible for all hiring and firing decisions relating to its personnel and for all costs associated with its personnel, including but not limited to salaries, wages, other compensation, taxes, tax withholding and fringe benefits (if any).
7. **PAYMENT:** TO BE DETERMINED.
8. **TERMINATION:** Each party shall have the option to cancel the engagement, provided that thirty (30) days’ written notice is given to the other party.

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

To the School District: Superintendent of Schools  
Naples Central School District  
136 North Main Street  
Naples, New York 14512

To the Firm: Name  
Address  
Address

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

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

**For the School District:**

Name: Chad Hunt  
Title: School Business Administrator  
Date: 3/16/2023

**For the Firm:**

Name: Thomas Zuber, CPA  
Title: Partner  
Date: 3/15/2023

Date approved by the Board of Education:

March 22, 2023

**NAPLES CENTRAL SCHOOL DISTRICT  
MONTHLY REPORT OF THE TREASURER  
PERIOD ENDING FEBRUARY 2023**

<b>CASH BALANCE ON HAND:</b>	<b>GENERAL FUND</b>	<b>SCHOOL LUNCH FUND</b>	<b>MISC SPECIAL REVENUE FUND</b>	<b>FEDERAL FUND</b>	<b>CAPITAL FUND</b>	<b>DEBT SERVICE FUND</b>
OPENING BALANCE:	\$13,925,236.11	\$321,041.78	\$177,184.50	\$113,986.89	\$3,382,909.52	\$307,167.97
+ CASH RECEIPTS	\$347,190.57	\$11,485.05	\$1,048.02	\$346,187.49	\$260.10	\$1,031.80
- CASH DISBURSEMENTS:	\$1,505,138.48	\$44,732.15	\$70.00	\$146,769.49	\$10,178.50	\$0.00
<b>CLOSING BALANCE:</b>	<b>\$12,767,288.20</b>	<b>\$287,794.68</b>	<b>\$178,162.52</b>	<b>\$313,404.89</b>	<b>\$3,372,991.12</b>	<b>\$308,199.77</b>

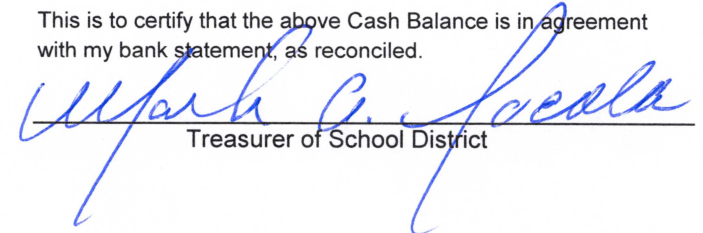
<b>BANK RECONCILIATION:</b>	<b>GENERAL FUND</b>	<b>SCHOOL LUNCH FUND</b>	<b>MISC SPECIAL REVENUE FUND</b>	<b>FEDERAL FUND</b>	<b>CAPITAL FUND</b>	<b>DEBT SERVICE FUND</b>
CHECKING BANK STATEMENT BALANCE	\$4,660,248.05	\$295,082.55	\$7,505.09	\$316,602.31	\$3,383,169.62	\$0.00
+ OUTSTANDING DEPOSITS	\$10,978.94	\$907.73	\$0.00	\$0.00	\$0.00	\$0.00
ADJUSTED CHECKING BALANCE	\$4,671,226.99	\$295,990.28	\$7,505.09	\$316,602.31	\$3,383,169.62	\$0.00
-OUTSTANDING CHECKS	\$51,171.94	\$8,195.60	\$2,600.00	\$3,197.42	\$10,178.50	\$0.00
+SAVINGS ACCOUNTS & INVESTMENTS	\$881,895.11	\$0.00	\$173,257.43	\$0.00	\$0.00	\$308,199.77
+MISCELLANEOUS RESERVES	\$3,827,739.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+CAPITAL RESERVES	\$3,437,598.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>CLOSING BALANCE:</b>	<b>\$12,767,288.20</b>	<b>\$287,794.68</b>	<b>\$178,162.52</b>	<b>\$313,404.89</b>	<b>\$3,372,991.12</b>	<b>\$308,199.77</b>

Received by the Board of Education and  
entered as a part of the minutes of the  
Board meeting held:

March 22, 2023

  
Clerk of the Board of Education

This is to certify that the above Cash Balance is in agreement  
with my bank statement, as reconciled.

  
Treasurer of School District

**Naples Central School District**  
**GENERAL FUND Trial Balance for Fiscal Year 2023**  
**Cycle 08**  
**Post Dates From 07/01/2022 To 02/28/2023**

G/L Account	Description	Debits	Credits
<b>Assets</b>			
200.0B	Cash - FIVE STAR CK.	439,219.48	
200.1B	5*Bank -GF Savings	3,446,153.49	
200.1C	5* Bank-Tax Collection	3,629,493.66	
200.NY	General Fund NYCLASS	4,701,079.66	
200.PA	Net Payroll - 5* Bank	4,411.26	
200.TA	Cash- 5* TRUST & AGENCY CK.	494,950.21	
201.00	HRA Checking	51,980.44	
210.00	Petty Cash	100.00	
250.00	Taxes Receivable, Current	473,041.16	
380.00	Accounts Receivable	297.00	
380.HL	Accts Rec Retired Health		554,564.09
391.10	Due From Other Funds - Cafe	163,384.27	
391.20	Due From Other Funds -Federal	800,744.04	
410.AR	Due From State and Federal	284.23	
440.AR	Due From Other Governments	109.20	
<b>Budgetary and Expense Accounts</b>			
510.00	Total Est. Rev.-Modified Budg.	22,082,010.00	
521.00	Encumbrances	9,628,237.33	
522.00	Expenditures	10,908,052.73	
599.00	Appropriated Fund Balance	381,879.39	
<b>Liabilities and Reserves</b>			
600.99	Accounts Payable-accrued		46.57
601.10	HRA Medical Liability		349,286.61
630.00	Due To Other Funds		31,284.17
630.FF	Due To Federal Funds		134,435.72
632.00	Due to State Teachers'Ret.Sys		383,369.24
637.00	Due to Employees' Ret. System		1,345.47
687.00	Compensated Absences		71,764.77
695.00	Def Tax Rev - Reserve Exc Tax		1,905.37
720.04	Flex Medical	9,062.95	
720.05	Flex Dependent Care		4,320.34
720.DN	Bc/Bs Dental S S	7,257.88	
720.FD	Bc/Bs Flex Dental S.S.		11,079.71
720.RT	Health Ins. Bc/Bs RETIREES	530,042.03	
814.00	Workers' Compensation Reserve		125,000.00
815.00	Unemployment Insurance Reserve		140,503.30
821.00	Reserve for Encumbrances		9,628,237.33
827.00	Retirement Contrib Reserve		1,408,021.16
828.00	Retire Contr Res Acct TRS Sub-		498,261.44
861.00	Reserve For Property Loss - In		86,482.45
862.00	Reserve For Liability		20,802.44
863.00	Insurance Reserve		114,751.29
864.00	Reserve for Tax Certiorari		193,821.45
867.00	Rsrv Empl Benefits/Accr Liab		1,163,533.73
878.00	Capital Reserve - Building		2,116,975.39
878.02	Capital Reserve - Buses		750,000.00
878.04	Capital Reserve - Technology		500,000.00
914.00	Assigned Appropriated Fund Bal		256,037.00
917.00	Unassigned Fund Balance		1,019,361.24
<b>Budgetary and Revenue Accounts</b>			

**Naples Central School District**  
**GENERAL FUND Trial Balance for Fiscal Year 2023**  
**Cycle 08**  
**Post Dates From 07/01/2022 To 02/28/2023**

G/L Account	Description	Debits	Credits
960.00	Total Appropriations-Mod.Budg.		22,463,889.39
980.00	Revenues		15,722,710.74
	Grand Totals	57,751,790.41	57,751,790.41

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change.  
No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

**Naples Central School District**  
**Revenue Status Report As Of: 02/28/2023**  
**Fiscal Year: 2023**  
**Fund: A GENERAL FUND**

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
1001.000		Real Property Taxes	12,668,202.00	0.00	12,668,202.00	11,973,113.31	695,088.69	
1081.000		Other Pmts in Lieu of Tax	72,332.00	0.00	72,332.00	92,996.79		20,664.79
1085.000		STAR Reimbursement	0.00	0.00	0.00	706,530.24		706,530.24
1090.000		Int. & Penal. on Real Prop.Tax	18,000.00	0.00	18,000.00	1,683.47	16,316.53	
1335.000		Oth Student Fee/Charges (	12,000.00	0.00	12,000.00	6,702.90	5,297.10	
1410.000		Admissions (from Individu	2,000.00	0.00	2,000.00	0.00	2,000.00	
2230.000		Day School Tuit-Oth Dist.	5,000.00	0.00	5,000.00	0.00	5,000.00	
2389.000		Other Ser for Oth Dist	5,000.00	0.00	5,000.00	11,052.00		6,052.00
2401.000		Interest and Earnings	20,000.00	0.00	20,000.00	202,627.33		182,627.33
2450.000		Commissions	0.00	0.00	0.00	171.75		171.75
2665.000		Sale of Equipment	0.00	0.00	0.00	3,150.00		3,150.00
2701.000		Refund PY Exp-BOCES Aided	15,000.00	0.00	15,000.00	0.00	15,000.00	
2703.000		Refund PY Exp-Other-Not T	500.00	0.00	500.00	188.00	312.00	
2705.000		Gifts and Donations	1,000.00	0.00	1,000.00	1,200.00		200.00
2770.000		Other Unclassified Rev.(S	154,331.00	0.00	154,331.00	5,915.00	148,416.00	
3101.000		Basic Formula Aid-Gen Aid	6,354,199.00	0.00	6,354,199.00	1,634,164.44	4,720,034.56	
3102.000		Lottery Aid	45,647.50	0.00	45,647.50	506,549.55		460,902.05
3102.001		VLT Lottery Aid	9,735.50	0.00	9,735.50	310,664.06		300,928.56
3103.000		BOCES Aid (Sect 3609a Ed	696,400.00	0.00	696,400.00	-66.00	696,466.00	
3191.000		Building Aid	1,733,043.00	0.00	1,733,043.00	0.00	1,733,043.00	
3192.000		Excess Cost	64,686.00	0.00	64,686.00	234,034.87		169,348.87
3260.000		Textbook Aid (Incl Txtbk/	48,976.00	0.00	48,976.00	9,120.00	39,856.00	
3263.000		Library A/V Loan Program	5,958.00	0.00	5,958.00	0.00	5,958.00	
4286.000		CARES Act	0.00	0.00	0.00	612.00		612.00
4601.000		Medic.Ass't-Sch Age-Sch Y	75,000.00	0.00	75,000.00	22,301.03	52,698.97	
5050.000		Interfund Trans. for Debt	75,000.00	0.00	75,000.00	0.00	75,000.00	
<b>Total GENERAL FUND</b>			<b>22,082,010.00</b>	<b>0.00</b>	<b>22,082,010.00</b>	<b>15,722,710.74</b>	<b>8,210,486.85</b>	<b>1,851,187.59</b>

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget



# Naples Central School District

Budget Status Report As Of: 02/28/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1010-400-00-0000	Contractual Expense	7,500.00	-5,775.00	1,725.00	790.00	200.00	735.00
1010-450-00-0000	Materials and Supplies	1,500.00	0.00	1,500.00	256.82	600.12	643.06
1010-490-00-0000	BOCES	2,565.00	0.00	2,565.00	0.00	1,320.00	1,245.00
1040-160-00-0000	Non-Instructional Salary	7,410.00	0.00	7,410.00	4,824.37	2,521.07	64.56
1040-400-00-0000	Contractual Expense-clerk	625.00	0.00	625.00	0.00	0.00	625.00
1040-450-00-0000	Materials and Supplies	700.00	0.00	700.00	96.60	0.00	603.40
1060-400-00-0000	Contractual Expense	1,475.00	0.00	1,475.00	0.00	1,395.20	79.80
1060-450-00-0000	Materials and Supplies	900.00	0.00	900.00	0.00	850.00	50.00
1240-150-00-0000	Instructional Salaries	147,175.00	0.00	147,175.00	96,229.86	50,945.14	0.00
1240-160-00-0000	Non-Instructional Salary	34,472.00	0.00	34,472.00	22,402.84	11,482.52	586.64
1240-200-00-0000	Equipment	500.00	0.00	500.00	0.00	0.00	500.00
1240-400-00-0000	Contractual Expense	21,650.00	-11,000.00	10,650.00	2,832.50	3,024.00	4,793.50
1240-450-00-0000	Materials and Supplies	1,700.00	0.00	1,700.00	734.79	5.01	960.20
1310-150-00-0000	Business Administrator	100,000.00	0.00	100,000.00	65,384.55	34,615.45	0.00
1310-160-00-0000	Non-Instructional Salary	73,965.00	0.00	73,965.00	48,346.58	24,945.99	672.43
1310-161-00-0000	Business Admin. - Extra H	1,977.00	0.00	1,977.00	1,052.70	0.00	924.30
1310-200-00-0000	Equipment	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
1310-400-00-0000	Contractual Expense	32,849.00	0.00	32,849.00	18,400.84	4,068.68	10,379.48
1310-450-00-0000	Materials/Supp	7,000.00	0.00	7,000.00	2,039.00	2,817.37	2,143.63
1310-451-00-0000	Postage	4,054.00	0.00	4,054.00	1,880.00	1,699.00	475.00
1310-490-00-0000	BOCES Services	200,000.00	-5,000.00	195,000.00	113,752.39	79,571.31	1,676.30
1320-160-00-0000	Non-Instructional Salary	2,741.00	0.00	2,741.00	1,792.14	948.74	0.12
1320-400-00-0000	Contractual Expense	18,400.00	0.00	18,400.00	18,400.00	0.00	0.00
1330-160-00-0000	Non-Instructional Salary	3,126.00	0.00	3,126.00	2,043.57	1,081.92	0.51
1330-400-00-0000	Contractual Expense	7,525.00	0.00	7,525.00	6,130.93	1,010.70	383.37
1330-450-00-0000	Materials & Supplies	400.00	0.00	400.00	270.00	0.00	130.00
1330-451-00-0000	Postage	4,000.00	0.00	4,000.00	2,456.96	0.00	1,543.04
1345-160-00-0000	Purchasing-Non Instr Sal	53,058.00	0.00	53,058.00	34,029.00	17,954.12	1,074.88
1345-400-00-0000	Purchasing Contractual	400.00	0.00	400.00	0.00	0.00	400.00
1345-450-00-0000	Purchasing Supplies / Mat	500.00	0.00	500.00	0.00	0.00	500.00
1345-490-00-0000	BOCES Services	5,714.00	0.00	5,714.00	3,428.40	2,285.60	0.00
1380-400-00-0000	Fiscal Agent Fees	8,000.00	1,991.00	9,991.00	6,336.15	3,654.85	0.00
1420-400-00-0000	Contractual Expense	37,500.00	1,569.72	39,069.72	12,107.04	26,962.68	0.00
1420-490-00-0000	BOCES Services	27,047.00	2,953.00	30,000.00	16,375.46	13,624.54	0.00
1430-400-00-0000	Contractual Expense	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
1430-490-00-0000	BOCES Services	17,000.00	0.00	17,000.00	3,050.51	13,717.76	231.73
1460-450-00-0000	Records Mgmt. Mat. & Supp	200.00	0.00	200.00	0.00	0.00	200.00
1480-400-00-0000	Contractual Expense	40,250.00	1,000.00	41,250.00	29,424.56	11,825.44	0.00

# Naples Central School District

Budget Status Report As Of: 02/28/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1480-450-00-0000	Materials and Supplies	200.00	0.00	200.00	0.00	0.00	200.00
1480-451-00-0000	Postage	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00
1480-490-00-0000	BOCES Services	2,750.00	0.00	2,750.00	95.59	2,654.41	0.00
1620-160-00-0000	Salaries - Inside	407,423.00	-9,900.00	397,523.00	237,462.36	137,056.98	23,003.66
1620-161-00-0000	Salaries - Inside - OT	12,000.00	-600.00	11,400.00	9,577.55	0.00	1,822.45
1620-163-00-0000	Salaries-Substitutes	10,500.00	0.00	10,500.00	5,650.40	0.00	4,849.60
1620-200-00-0000	Equipment--Operations	30,000.00	0.00	30,000.00	9,726.58	0.00	20,273.42
1620-401-00-0000	Operations - Telephone	1,080.00	0.00	1,080.00	419.75	660.25	0.00
1620-407-00-0000	Pool Repair	5,500.00	0.00	5,500.00	0.00	500.00	5,000.00
1620-450-00-0000	Supplies-Operations	84,700.00	9,579.68	94,279.68	50,836.44	41,471.40	1,971.84
1620-457-00-0000	Pool Supplies	7,400.00	154.87	7,554.87	1,539.77	6,002.89	12.21
1620-462-00-0000	Water	33,000.00	701.45	33,701.45	21,611.95	12,089.50	0.00
1620-463-00-0000	Electricity	152,200.00	26,337.27	178,537.27	125,447.82	53,089.45	0.00
1620-464-00-0000	Natural Gas	127,300.00	0.00	127,300.00	85,887.05	36,902.95	4,510.00
1620-469-00-0000	Contracts--Operations	138,000.00	127,297.33	265,297.33	128,867.94	112,765.62	23,663.77
1620-490-00-0000	BOCES Services	18,000.00	0.00	18,000.00	7,891.05	10,108.95	0.00
1621-160-00-0000	Salaries - Outside	78,000.00	13,300.00	91,300.00	35,823.75	13,074.13	42,402.12
1621-161-00-0000	Salaries - Outside - OT	4,000.00	5,000.00	9,000.00	4,370.57	0.00	4,629.43
1621-200-00-0000	Equipment--Maintenance	30,000.00	0.00	30,000.00	0.00	17,545.00	12,455.00
1621-450-00-0000	Materials & Supplies	21,800.00	8,500.00	30,300.00	16,662.56	12,806.44	831.00
1621-469-00-0000	Maintenance-Service Contr	35,400.00	-8,500.00	26,900.00	21,684.21	1,280.00	3,935.79
1670-490-00-0000	BOCES Srv-Printing	7,000.00	0.00	7,000.00	0.00	7,000.00	0.00
1680-490-00-0000	BOCES Services	161,060.00	20,726.85	181,786.85	108,100.19	69,783.16	3,903.50
1910-400-00-0000	Unallocated Insurance	84,250.00	-9,092.50	75,157.50	70,246.09	415.00	4,496.41
1920-400-00-0000	School Assn Dues	8,150.00	0.00	8,150.00	7,257.00	0.00	893.00
1964-400-00-0000	Refund of Real Prop Tax	2,153.00	0.00	2,153.00	303.04	0.00	1,849.96
1981-490-00-0000	BOCES - Administrative	58,204.00	4,283.20	62,487.20	37,492.32	24,994.88	0.00
1983-490-00-0000	BOCES - Capital Construct	52,276.00	1,872.47	54,148.47	32,489.09	21,659.38	0.00
1989-400-00-0000	Unclassified Expense	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2010-150-01-0000	Instruct'nal Sal-HIGH SCH	23,853.00	45,000.00	68,853.00	10,194.88	4,690.12	53,968.00
2010-150-02-0000	Instruct'nal Sal-ELEM SCH	96,563.00	45,000.00	141,563.00	47,559.39	34,703.61	59,300.00
2010-400-00-0000	Contractual Expense	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
2010-450-00-0000	Materials and Supplies	500.00	1,590.20	2,090.20	1,259.19	0.00	831.01
2010-490-00-0000	BOCES	0.00	273.52	273.52	273.52	0.00	0.00
2020-150-00-0000	Instructional Salaries	330,132.00	0.00	330,132.00	210,728.18	110,767.79	8,636.03
2020-160-00-0000	Non-Inst Salaries	75,610.00	19,000.00	94,610.00	59,780.62	34,288.70	540.68
2020-161-00-0000	NON-INSTR EXTRA HOURS	2,626.00	0.00	2,626.00	1,905.76	0.00	720.24
2020-200-01-0000	Equipment H.S.	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2020-200-02-0000	Equipment Elem	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00

# Naples Central School District

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Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2020-400-01-0000	Contractual Expense H.S.	16,500.00	0.00	16,500.00	1,949.68	4,342.32	10,208.00
2020-400-02-0000	Contractual Expense Elem	5,500.00	0.00	5,500.00	411.74	2,342.26	2,746.00
2020-450-01-0000	Materials and Supplies Hs	18,000.00	-3,879.17	14,120.83	839.66	333.43	12,947.74
2020-450-02-0000	Mat and Supplies Elem	11,250.00	-4,444.10	6,805.90	967.55	500.00	5,338.35
2020-490-00-0000	BOCES	3,630.00	1,618.00	5,248.00	2,530.29	2,717.71	0.00
2070-150-00-0000	Instructional Salaries	74,732.00	-3,000.00	71,732.00	19,073.69	0.00	52,658.31
2070-400-00-0000	Contractual Expense	4,000.00	1,200.00	5,200.00	2,300.00	1,000.00	1,900.00
2070-450-00-0000	Materials & Supplies	0.00	500.00	500.00	399.00	0.00	101.00
2070-490-00-0000	BOCES Services	48,090.00	11,910.00	60,000.00	26,726.53	33,273.47	0.00
2070-490-00-2250	BOCES Inserv & Conf - PPS	1,000.00	0.00	1,000.00	65.00	590.00	345.00
2070-490-01-0000	BOCES Inserv & Conf - HS	2,000.00	294.00	2,294.00	130.00	2,164.00	0.00
2070-490-02-0000	BOCES Inserv & Conf PK-6	2,000.00	10,300.00	12,300.00	65.00	11,800.00	435.00
2110-100-02-0000	Teachers Sal Pre-K	25,500.00	0.00	25,500.00	0.00	0.00	25,500.00
2110-120-02-0000	Teachers Salaries 4-6	893,871.00	-43,516.00	850,355.00	390,100.44	452,985.08	7,269.48
2110-120-02-1000	Teachers Sall-Kdg - 3	951,277.00	-106,332.00	844,945.00	398,350.44	427,742.76	18,851.80
2110-130-01-0000	Teachers Salaries 7-12	1,927,533.00	-158,300.00	1,769,233.00	863,903.56	873,531.78	31,797.66
2110-130-01-0010	Homework Tutoring	2,500.00	0.00	2,500.00	907.80	0.00	1,592.20
2110-130-01-0020	Homework Tutoring - Susp	4,230.00	0.00	4,230.00	1,267.66	0.00	2,962.34
2110-140-01-0000	Teachers Substitutes Hs	101,678.00	0.00	101,678.00	39,980.00	16,140.00	45,558.00
2110-140-02-0000	Teacher Subs Elem	64,130.00	0.00	64,130.00	42,203.22	10,920.00	11,006.78
2110-160-00-0000	Non-Inst Salaries	405,333.00	-42,500.00	362,833.00	186,092.03	137,543.97	39,197.00
2110-161-00-0000	Non-Inst Sal-EXTRA HOURS	25,586.00	0.00	25,586.00	12,506.10	0.00	13,079.90
2110-163-00-0000	NON INSTRUCT - SUBSTITUTE	37,900.00	0.00	37,900.00	11,349.30	0.00	26,550.70
2110-200-01-0000	Equipment - High School	30,000.00	0.00	30,000.00	12,189.00	16,894.60	916.40
2110-200-02-0000	Equipment General Elem Ed	12,000.00	97,459.96	109,459.96	100,103.67	233.50	9,122.79
2110-400-01-0000	Contractual HS	37,624.00	4,388.00	42,012.00	22,301.27	10,994.43	8,716.30
2110-400-02-0000	Contractual - Elementary	22,344.00	2,332.00	24,676.00	14,256.40	5,992.60	4,427.00
2110-400-02-CARE	Contractual - CARES	0.00	612.00	612.00	612.00	0.00	0.00
2110-403-01-0000	Contractual - Tuition	40,000.00	-12,650.00	27,350.00	320.00	1,120.00	25,910.00
2110-404-00-0000	CONTRACTUAL SHIPPING	5,000.00	0.00	5,000.00	622.29	781.00	3,596.71
2110-406-01-0000	Conferences - High School	6,000.00	-294.00	5,706.00	332.00	0.00	5,374.00
2110-406-02-0000	Conferences - Elementary	6,000.00	0.00	6,000.00	2,842.00	0.00	3,158.00
2110-450-01-0000	Supplies - High School	85,123.00	7,065.02	92,188.02	50,650.08	36,430.77	5,107.17
2110-450-02-0000	Supplies - Elementary	56,068.00	-273.80	55,794.20	38,384.70	8,997.20	8,412.30
2110-451-01-0000	Postage-GenEd HS	7,900.00	0.00	7,900.00	1,160.00	4,340.00	2,400.00
2110-451-02-0000	Postage-GenEd Elem	3,000.00	0.00	3,000.00	1,205.00	1,295.00	500.00
2110-459-00-0000	SUPPLIES-STATE ASSESSMENT	10,000.00	0.00	10,000.00	157.87	0.00	9,842.13
2110-480-01-0000	Textbooks - High School	20,000.00	0.00	20,000.00	1,189.61	2,458.95	16,351.44

## Naples Central School District

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Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-480-02-0000	Textbooks - Elementary	20,000.00	0.00	20,000.00	3,599.83	1,000.00	15,400.17
2110-490-00-0000	BOCES-Instructional	161,356.00	81,500.00	242,856.00	81,869.55	79,114.25	81,872.20
2250-150-00-2000	Instructional Salaries	824,091.00	-10,000.00	814,091.00	419,419.77	385,921.42	8,749.81
2250-160-00-2001	Non-Inst Salaries Hs	79,793.00	-25,000.00	54,793.00	25,512.60	15,681.40	13,599.00
2250-160-00-2002	Non-Inst Salaries El Sch	82,977.00	68,000.00	150,977.00	88,365.44	54,455.04	8,156.52
2250-161-00-0000	Non-Inst Sal-EXTRA HOURS	1,869.00	5,000.00	6,869.00	3,525.96	0.00	3,343.04
2250-163-00-0000	NON INSTR.Salaries-Subs	500.00	6,000.00	6,500.00	5,541.50	0.00	958.50
2250-200-00-0000	Equipment	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
2250-400-00-0000	Contractual Expense	60,205.00	49,313.56	109,518.56	23,829.78	69,839.96	15,848.82
2250-406-00-0000	Conferences- Spec. Ed.	4,178.00	0.00	4,178.00	2,055.00	0.00	2,123.00
2250-450-00-0000	Materials and Supplies	14,923.00	-1,518.19	13,404.81	7,587.84	3,199.64	2,617.33
2250-451-00-0000	Special Ed. Postage	2,500.00	0.00	2,500.00	780.00	1,720.00	0.00
2250-471-00-0000	Prog/Handi Tuit - NYS Pub	108,234.00	0.00	108,234.00	0.00	47,662.00	60,572.00
2250-472-00-0000	Prog/HandiTuition-Other	96,900.00	0.00	96,900.00	0.00	0.00	96,900.00
2250-480-00-0000	Textbooks	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
2250-490-00-0000	BOCES Tuition-Spec Ed	1,180,650.00	-194,525.65	986,124.35	361,839.41	537,621.19	86,663.75
2280-490-01-0000	BOCES Services	294,669.00	18,021.00	312,690.00	187,614.00	125,076.00	0.00
2330-150-01-0000	Instructional Sal-Summ Sc	8,320.00	1,300.00	9,620.00	9,577.80	0.00	42.20
2330-150-02-0000	Instruct. Sal Sum Schl	32,052.00	17,000.00	49,052.00	48,092.34	0.00	959.66
2330-160-02-0000	Non-Instr Sal Summer Schl	8,320.00	0.00	8,320.00	4,391.75	0.00	3,928.25
2330-490-00-0000	BOCES-Summer School	18,000.00	0.00	18,000.00	4,812.00	13,188.00	0.00
2610-150-00-0000	Instructional Salaries	128,797.00	0.00	128,797.00	65,685.36	62,111.64	1,000.00
2610-160-00-0000	Non-Inst Salaries	22,038.00	20,000.00	42,038.00	23,233.64	16,768.86	2,035.50
2610-161-00-0000	Non-Inst Sal-EXTRA HOURS	985.00	0.00	985.00	138.75	0.00	846.25
2610-400-01-2603	Contractual Expense Hs	50.00	0.00	50.00	0.00	50.00	0.00
2610-450-01-2609	Hs Supplies	354.00	0.00	354.00	239.03	70.00	44.97
2610-450-02-2610	Elementary Supplies	1,876.00	0.00	1,876.00	1,122.30	87.05	666.65
2610-460-01-2606	High School Books	4,000.00	10.26	4,010.26	2,687.73	220.78	1,101.75
2610-460-01-2611	Hs Periodicals	840.00	0.00	840.00	606.98	126.00	107.02
2610-460-02-2606	Elementary Books	10,100.00	0.00	10,100.00	6,762.07	304.34	3,033.59
2610-460-02-2611	Elementary Periodicals	423.00	0.00	423.00	91.90	0.00	331.10
2610-490-00-2613	BOCES Services Ed Com	31,480.00	0.00	31,480.00	17,941.46	13,538.54	0.00
2630-150-00-0000	Cai - Instructional Salar	71,407.00	-65,000.00	6,407.00	0.00	0.00	6,407.00
2630-160-00-0000	Cai - Non Inst Salary	95,000.00	34,000.00	129,000.00	76,558.20	26,826.91	25,614.89
2630-161-00-0000	CAI - Non Inst Sal-EXTRA	5,000.00	0.00	5,000.00	2,730.41	0.00	2,269.59
2630-220-00-0000	Computer Equip-State Aid	5,000.00	0.00	5,000.00	2,438.72	1,000.00	1,561.28
2630-400-00-0000	Computer-Contractual	17,940.00	15,000.00	32,940.00	14,730.10	12,964.05	5,245.85
2630-450-00-0000	Computer Mtls/Suppl	14,450.00	5,140.00	19,590.00	9,997.61	8,325.45	1,266.94
2630-460-00-0000	Comp St Aid Software	8,704.00	-2,000.00	6,704.00	3,903.12	1,500.27	1,300.61

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2630-490-00-0000	BOCES Services	518,185.00	10,873.91	529,058.91	286,638.54	215,477.74	26,942.63
2805-450-00-0000	Materials and Supplies	250.00	0.00	250.00	0.00	0.00	250.00
2810-150-01-0000	Instructional Salary	170,757.00	7,400.00	178,157.00	91,546.36	58,178.25	28,432.39
2810-160-01-0000	Non-Inst Salary	32,939.00	0.00	32,939.00	18,837.76	13,434.52	666.72
2810-161-00-0000	Non-Inst Sal-EXTRA HOURS	2,000.00	1,500.00	3,500.00	2,430.79	0.00	1,069.21
2810-400-01-0000	Contractual Expense	13,000.00	0.00	13,000.00	396.00	8,050.00	4,554.00
2810-450-01-0000	Materials and Supplies	1,500.00	0.00	1,500.00	137.06	5.99	1,356.95
2810-451-01-0000	Guidance - Postage	2,000.00	0.00	2,000.00	475.00	1,525.00	0.00
2815-160-00-0000	Non-Instr Salary	88,859.00	935.69	89,794.69	51,471.96	38,322.73	0.00
2815-161-00-0000	Non-Instr Sal-EXTRA HOURS	3,368.00	0.00	3,368.00	1,356.69	0.00	2,011.31
2815-400-00-0000	Contractual Expense	69,921.00	29,220.14	99,141.14	34,613.77	58,072.31	6,455.06
2815-400-01-0000	Contractual HS	1,000.00	0.00	1,000.00	619.50	380.50	0.00
2815-400-02-0000	Contractual Elem	1,000.00	0.00	1,000.00	564.50	435.50	0.00
2815-450-01-0000	Materials and Supplies Hs	800.00	4,159.84	4,959.84	505.74	4,454.10	0.00
2815-450-02-0000	Materials/Supplies Elem	800.00	4,979.94	5,779.94	977.04	4,802.90	0.00
2820-150-00-0000	Psychology Inst Salary	243,262.00	0.00	243,262.00	123,074.84	120,005.64	181.52
2820-200-00-0000	Equipment	300.00	0.00	300.00	0.00	0.00	300.00
2820-400-00-0000	Contracted Expenses	380.00	0.00	380.00	0.00	0.00	380.00
2820-450-00-0000	Materials and Supplies	1,500.00	0.00	1,500.00	537.52	0.00	962.48
2850-150-01-0000	Instructional Salaries	106,060.00	0.00	106,060.00	31,756.97	61,164.53	13,138.50
2850-400-01-0000	Contractual Expense	2,000.00	0.00	2,000.00	1,898.63	0.00	101.37
2850-450-01-0000	Materials and Supplies	1,000.00	12,000.00	13,000.00	4,814.36	8,185.64	0.00
2855-150-01-0000	Instructional Salaries	155,500.00	0.00	155,500.00	104,215.88	5,974.29	45,309.83
2855-160-01-0000	Non Instructional Salarie	6,000.00	0.00	6,000.00	2,974.45	0.00	3,025.55
2855-400-01-0000	Contractual - Athletics	50,015.00	4,435.00	54,450.00	33,365.13	20,338.17	746.70
2855-450-01-0000	Supplies - Athletics	9,396.00	-458.02	8,937.98	6,464.10	1,040.28	1,433.60
2855-455-01-0000	Uniforms - Athletics	7,000.00	-800.00	6,200.00	1,125.00	0.00	5,075.00
5510-150-03-2808	SALARIES - BUSINESS ADMIN	25,000.00	0.00	25,000.00	16,346.18	8,653.82	0.00
5510-161-03-0000	Non-Inst Sal-Trans-EXTRA	3,000.00	19,000.00	22,000.00	29,308.09	0.00	-7,308.09
5510-162-03-0000	Salaries Drivers	414,593.00	-43,527.10	371,065.90	191,422.38	128,553.14	51,090.38
5510-163-03-0000	Salaries Driver Substitut	15,000.00	-1,000.00	14,000.00	0.00	0.00	14,000.00
5510-164-03-0000	Salaries Special Trips	9,020.00	0.00	9,020.00	1,017.09	0.00	8,002.91
5510-165-03-0000	Salaries-Field Trips	11,000.00	0.00	11,000.00	1,037.38	0.00	9,962.62
5510-166-03-0000	Sal Athletic Trips	20,020.00	0.00	20,020.00	10,291.92	0.00	9,728.08
5510-168-03-0000	Bus Monitors	73,000.00	500.00	73,500.00	34,690.27	30,777.14	8,032.59
5510-168-03-0040	Bus Monitors	18,200.00	-1,500.00	16,700.00	17,895.14	0.00	-1,195.14
5510-169-03-0000	Bus Monitor Substitutes	2,000.00	0.00	2,000.00	540.35	0.00	1,459.65
5510-180-03-0000	Salaries Mechanics	70,000.00	0.00	70,000.00	41,967.93	24,653.67	3,378.40

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5510-181-03-0000	Salaries Mechanics Over-T	12,500.00	0.00	12,500.00	7,182.22	0.00	5,317.78
5510-200-03-0000	Equipment	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
5510-210-03-0000	Bus Purchasing	250,000.00	0.00	250,000.00	242,636.86	0.00	7,363.14
5510-400-03-2900	Contractual Expense	64,510.00	15,202.50	79,712.50	44,937.31	30,302.60	4,472.59
5510-430-03-0000	Liability Insurance	32,500.00	-1,498.00	31,002.00	21,639.00	4,861.00	4,502.00
5510-431-03-0000	Workmens Compensation	17,500.00	1,997.50	19,497.50	17,454.25	0.00	2,043.25
5510-450-03-3000	Materials & Supplies	10,000.00	0.00	10,000.00	1,876.68	2,485.58	5,637.74
5510-452-03-0000	Tools	2,750.00	0.00	2,750.00	382.97	2,367.03	0.00
5510-455-03-0000	Supplies Parts	40,000.00	1.81	40,001.81	14,288.64	17,111.36	8,601.81
5510-456-03-0000	Gasoline	93,000.00	5,000.00	98,000.00	68,435.26	29,564.74	0.00
5510-457-03-0000	Oil	7,000.00	0.00	7,000.00	4,883.69	116.31	2,000.00
5510-458-03-0000	Tires	16,000.00	0.00	16,000.00	10,719.36	3,780.64	1,500.00
5530-200-03-0000	Equipment	2,200.00	0.00	2,200.00	0.00	0.00	2,200.00
5530-400-03-0000	Contractual Expense	13,560.00	62,913.00	76,473.00	12,295.76	61,665.19	2,512.05
5530-401-03-0000	Telephone	480.00	0.00	480.00	265.93	214.07	0.00
5530-450-03-0000	Supplies	1,000.00	1,712.10	2,712.10	322.82	2,389.28	0.00
5530-461-03-0000	Natural Gas	14,840.00	0.00	14,840.00	5,126.11	9,713.89	0.00
5530-462-03-0000	Garage Building Water	5,748.00	173.99	5,921.99	1,667.87	4,254.12	0.00
5530-463-03-0000	Electricity	15,030.00	1,684.05	16,714.05	6,541.16	10,172.89	0.00
5540-400-00-0000	CONTRACT TRANSPORTATION	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
7140-160-00-0000	Salaries, Non-Instr	1,500.00	2,500.00	4,000.00	1,817.85	0.00	2,182.15
7140-400-00-0000	Contractual Exp	500.00	0.00	500.00	0.00	0.00	500.00
7140-450-00-0000	Materials and Supplies	400.00	0.00	400.00	0.00	0.00	400.00
9010-800-00-0000	State Retirement	385,837.00	-69,050.00	316,787.00	133,006.07	72,763.72	111,017.21
9020-800-00-0000	Teacher Retirement	676,000.00	15,500.00	691,500.00	359,887.37	326,876.25	4,736.38
9030-800-00-0000	Social Security	702,410.00	0.00	702,410.00	371,985.26	303,929.11	26,495.63
9040-800-00-0000	Workmens Compensation	57,500.00	992.50	58,492.50	52,362.75	0.00	6,129.75
9050-800-00-0000	Unemployment Insurance	40,000.00	0.00	40,000.00	0.00	35,000.00	5,000.00
9060-800-00-0000	Health Insurance - Instrc	1,758,000.00	0.00	1,758,000.00	1,341,933.18	307,975.08	108,091.74
9060-800-00-0001	Dental Insurance	81,000.00	-2,592.00	78,408.00	63,531.54	22,500.00	-7,623.54
9060-800-00-0002	Health Insurance - Non In	820,966.00	0.00	820,966.00	539,834.36	245,164.46	35,967.18
9060-800-00-0003	Health Ins Buy-Out	50,000.00	-935.69	49,064.31	23,381.61	25,682.70	0.00
9060-800-00-0004	Medical Reimb - Teachers	56,000.00	0.00	56,000.00	52,871.88	3,050.00	78.12
9060-800-00-0005	Medical Reimb - Sup Staff	17,765.00	0.00	17,765.00	13,217.25	1,590.00	2,957.75
9060-800-00-0006	HRA Benefit Card	105,000.00	-95,522.72	9,477.28	0.00	0.00	9,477.28
9060-800-00-0007	Health Ins- Retirees	491,988.00	0.00	491,988.00	306,919.82	98,496.01	86,572.17
9089-800-00-0000	Other Benefits	148,500.00	0.00	148,500.00	142,143.88	0.00	6,356.12
9711-600-00-0000	Serial Bonds Principal	2,140,000.00	0.00	2,140,000.00	0.00	2,135,000.00	5,000.00
9711-700-00-0000	Serial Bonds Interest	485,850.00	69,050.00	554,900.00	277,450.00	277,450.00	0.00

## Naples Central School District

Budget Status Report As Of: 02/28/2023

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
9901-931-00-0000	Inter fund to School Lunc	30,000.00	0.00	30,000.00	0.00	30,000.00	0.00
9901-950-00-0000	Interfund Transfer-Sp.Aid	50,000.00	0.00	50,000.00	0.00	25,000.00	25,000.00
9950-900-00-0000	Transfer To Capital	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00
Total GENERAL FUND		22,338,047.00	125,842.39	22,463,889.39	10,908,052.73	9,628,237.33	1,927,599.33

**Naples Central School District**  
**SCHOOL LUNCH FUND Trial Balance for Fiscal Year 2023**  
**Cycle 08**  
**Post Dates From 07/01/2022 To 02/28/2023**

G/L Account	Description	Debits	Credits
<b>Assets</b>			
200.00	Cash-Five Star Bank	287,794.68	
391.00	Due From Other Funds	15,457.00	
410.00	Due From State and Federal - L	48,728.00	
445.00	Inv. of Mat. & Supplies (Opt)	2,415.91	
446.00	Surplus Food Inventory	5,045.53	
446.10	Purchased Food Inventory	8,767.29	
<b>Budgetary and Expense Accounts</b>			
510.00	Estimated Revenues	465,245.00	
521.00	Encumbrances	182,897.90	
522.00	Expenditures	267,044.98	
<b>Liabilities and Reserves</b>			
601.01	Prepaid School Lunch Funds		7,525.52
630.10	Due To Gen from Cafe		169,841.49
630.TA	Due To Trust and Agency	6,457.22	
631.00	Due To Other Governments		309.20
691.00	Deferred Revenues		17,559.00
806.00	Non Spendable FB-Inventory		16,228.73
821.00	Reserve for Encumbrances		182,897.90
917.00	Unassigned Fund Balance		155,381.33
<b>Budgetary and Revenue Accounts</b>			
960.00	Appropriations		465,245.00
980.00	Revenues		274,865.34
<b>Grand Totals</b>		<b>1,289,853.51</b>	<b>1,289,853.51</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change.  
No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle



**Naples Central School District**  
Revenue Status Report As Of: 02/28/2023  
Fiscal Year: 2023  
Fund: C SCHOOL LUNCH FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
1440.000		Sale Reimbursable Meals -	0.00	0.00	0.00	47,085.45		47,085.45
1445.000		OTHER CAFETERIA SALES	35,000.00	0.00	35,000.00	38,857.72		3,857.72
2401.000		Interest and Earnings	0.00	0.00	0.00	206.86		206.86
2770.000		UNCLASSIFIED REVENUES	15,500.00	0.00	15,500.00	321.31	15,178.69	
3103.000		BOCES Aid (Sect 3609a Ed	17,000.00	0.00	17,000.00	0.00	17,000.00	
3190.000		State Reimbursement-LUNCH	12,000.00	0.00	12,000.00	3,125.00	8,875.00	
3190.00B		State REIMBURSE-Breakfast	4,000.00	0.00	4,000.00	1,083.00	2,917.00	
3190.00S		State Reimburse Snacks	250.00	0.00	250.00	0.00	250.00	
4190.000		Fed Reimbursement lunch	0.00	0.00	0.00	110,795.00		110,795.00
4190.001		Emer Oper Cost Reimb Prog	0.00	0.00	0.00	1,256.00		1,256.00
4190.002		Supply Chain Assist Funds	0.00	0.00	0.00	26,977.00		26,977.00
4190.00B		Federal Reimbursement Bre	0.00	0.00	0.00	26,965.00		26,965.00
4190.00S		Fed Reimburse Snacks	0.00	0.00	0.00	5,842.00		5,842.00
4190.SUR		Federal Surplus Food	18,000.00	0.00	18,000.00	0.00	18,000.00	
4192.000		Sum Food Svs Prog for Chi	333,495.00	0.00	333,495.00	12,351.00	321,144.00	
5031.000		Transfer from Gen Fund	30,000.00	0.00	30,000.00	0.00	30,000.00	
<b>Total SCHOOL LUNCH FUND</b>			<b>465,245.00</b>	<b>0.00</b>	<b>465,245.00</b>	<b>274,865.34</b>	<b>413,364.69</b>	<b>222,985.03</b>

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

# Naples Central School District

Budget Status Report As Of: 02/28/2023

Fiscal Year: 2023

Fund: C SCHOOL LUNCH FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2860-160-00	Lunch Personnel Services	118,945.00	0.00	118,945.00	66,302.66	43,431.22	9,211.12
2860-161-00	Extra and OT Hours	5,000.00	0.00	5,000.00	8,403.23	0.00	-3,403.23
2860-163-00	Salaries Substitutes	2,200.00	0.00	2,200.00	1,356.10	0.00	843.90
2860-220-00	Equipment	35,000.00	0.00	35,000.00	14,618.53	11,430.50	8,950.97
2860-400-00	Contractual Expenses	17,500.00	0.00	17,500.00	2,798.35	3,667.65	11,034.00
2860-410-00	Food Purchases	175,000.00	0.00	175,000.00	94,236.52	80,760.90	2.58
2860-411-00	Surplus Foods	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
2860-413-00	Fed Money	0.00	0.00	0.00	15,395.85	1,604.15	-17,000.00
2860-450-00	Lunch Material & Supplies	13,000.00	0.00	13,000.00	7,218.79	6,839.99	-1,058.78
2860-490-00	BOCES SERVICES(NUTRIKIDS)	45,000.00	0.00	45,000.00	23,207.10	19,792.90	2,000.00
9010-800-00	Employee Retirement	0.00	0.00	0.00	7,269.53	4,117.12	-11,386.65
9030-800-00	Lunch Social Security	0.00	0.00	0.00	5,635.34	3,322.49	-8,957.83
9060-800-00	Health Insurance	28,600.00	0.00	28,600.00	20,602.98	7,930.98	66.04
<b>Total SCHOOL LUNCH FUND</b>		<b>465,245.00</b>	<b>0.00</b>	<b>465,245.00</b>	<b>267,044.98</b>	<b>182,897.90</b>	<b>15,302.12</b>

# Naples Central School District

## MISCELLANEOUS SPECIAL REV Trial Balance for Fiscal Year 2023

Cycle 08

Post Dates From 07/01/2022 To 02/28/2023

Record selection criteria have been applied. All transactions for the specified period are not included (see report record selection criteria)

Subfund: SCHOLR Scholarships

G/L Account	Description	Debits	Credits
<b>Assets</b>			
200.00	Cash	239.35	
200.0A	Cash- Five Star Checking	4,905.09	
200.0B	Cash- Five Star Savings	9,347.23	
200.0C	Cash- NYCLASS	153,441.22	
200.PN	Cash- NYCLASS	10,229.63	
<b>Budgetary and Expense Accounts</b>			
522.00	Expenditures	8,089.99	
<b>Liabilities, Reserves and Fund Balance</b>			
807.01	Non Spendable- C. Misel Memori		10,250.79
909.00	Fund Balance		169,847.79
910.00	Appropriated Fund Balance		120.58
<b>Budgetary and Revenue Accounts</b>			
980.00	Revenues		6,033.35
<b>Totals for Service: SCHOLR</b>		<b>186,252.51</b>	<b>186,252.51</b>

**Naples Central School District**  
Revenue Status Report As Of: 02/28/2023  
Fiscal Year: 2023  
Fund: CM MISCELLANEOUS SPECIAL REV

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
SCHOLR-2401.000	SCHOLR	Interest and Earnings	0.00	0.00	0.00	3,233.35		3,233.35
SCHOLR-2705.000	SCHOLR	Gifts and Donations	0.00	0.00	0.00	2,800.00		2,800.00
Total MISCELLANEOUS SPECIAL REV			0.00	0.00	0.00	6,033.35	0.00	6,033.35

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.  
These are estimates to balance the budget

## Naples Central School District

Budget Status Report As Of: 02/28/2023

Fiscal Year: 2023

Fund: CM MISCELLANEOUS SPECIAL REV

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
SCHOLR-2915-400	Contractual and Other	0.00	0.00	0.00	8,089.99	3,250.00	-11,339.99
Total MISCELLANEOUS SPECIAL REV		0.00	0.00	0.00	8,089.99	3,250.00	-11,339.99

**Naples Central School District**  
**SPECIAL AID FUND Trial Balance for Fiscal Year 2023**  
**Cycle 08**  
**Post Dates From 07/01/2022 To 02/28/2023**

**Summary - All Services**

<b>G/L Account</b>	<b>Description</b>	<b>Debits</b>	<b>Credits</b>
<b>Assets</b>			
200.0A	5* Bank Sp Aide Ck.	313,404.89	
391.GF	Due From GENERAL FUND	0.71	
410.01	Due From State and Federal	16,878.34	
<b>Budgetary and Expense Accounts</b>			
522.00	Expenditures	731,935.45	
<b>Liabilities and Reserves</b>			
630.00	DUE TO GENERAL FUND		622,976.04
630.TA	Due to Trust and Agency		43,332.99
689.00	Other Liabilities (Specify)		2,279.28
917.00	Unassigned Fund Balance		0.39
<b>Budgetary and Revenue Accounts</b>			
980.00	Revenues		393,630.69
<b>Grand Totals</b>		<b>1,062,219.39</b>	<b>1,062,219.39</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change.  
No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

**Naples Central School District**  
Revenue Status Report As Of: 02/28/2023  
Fiscal Year: 2023  
Fund: F SPECIAL AID FUND

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
21CRSA-4289.000	21CRSA	Other Federal Aid (Specif	158,166.00	0.00	158,166.00	69,016.00	89,150.00	
22ARPA-4289.000	22ARPA	Other Federal Aid (Specif	1,104,956.19	0.00	1,104,956.19	195,617.19	909,339.00	
22ARPH-4289.000	22ARPH	Other Federal Aid (Specif	0.00	0.00	0.00	3,556.00		3,556.00
22TTLI-4126.000	22TTLI	NCLB Chpt 1,Basic Grant	2,006.05	0.00	2,006.05	0.00	2,006.05	
23CNEQ-4289.000	23CNEQ	Other Federal Aid (Specif	20,000.00	0.00	20,000.00	20,000.00		
23HWBP-3289.000	23HWBP	Other State Aid	16,147.50	0.00	16,147.50	16,147.50		
23PREK-3289.000	23PREK	Other State Aid	97,310.00	0.00	97,310.00	48,655.00	48,655.00	
23S611-4256.000	23S611	Indiv. w/Disab. Ed Act (I	197,608.00	0.00	197,608.00	39,521.00	158,087.00	
23S619-4256.000	23S619	Indiv. w/Disab. Ed Act (I	5,593.00	0.00	5,593.00	1,118.00	4,475.00	
23SUMM-3289.000	23SUMM	Other State Aid	80,324.00	0.00	80,324.00	0.00	80,324.00	
23TIIA-4289.000	23TIIA	Other Federal Aid TTLEIIA	28,199.00	0.00	28,199.00	0.00	28,199.00	
23TIVA-4129.000	23TIVA	NCLB Title IV Safe & Drug	15,143.00	0.00	15,143.00	0.00	15,143.00	
23TTLI-4126.000	23TTLI	NCLB Chpt 1,Basic Grant	213,022.00	0.00	213,022.00	0.00	213,022.00	
<b>Total SPECIAL AID FUND</b>			<b>1,938,474.74</b>	<b>0.00</b>	<b>1,938,474.74</b>	<b>393,630.69</b>	<b>1,548,400.05</b>	<b>3,556.00</b>

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

# Naples Central School District

Budget Status Report As Of: 02/28/2023

Fiscal Year: 2023

Fund: F SPECIAL AID FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
21CRSA-2110-150	Instructional Salaries	109,165.00	-21,115.00	88,050.00	48,066.24	39,344.76	639.00
21CRSA-2110-160	Noninstructional Salaries	24,000.00	0.00	24,000.00	12,000.00	0.00	12,000.00
21CRSA-2110-450	Materials & Supplies	25,001.00	21,115.00	46,116.00	27,952.03	18,104.80	59.17
22ARPA-2110-150	Instructional Salaries	1,021,750.22	-186,000.00	835,750.22	160,956.48	164,578.52	510,215.22
22ARPA-2110-160	Noninstructional Salaries	53,205.97	216,000.00	269,205.97	114,842.47	59,041.14	95,322.36
22ARPA-2110-200	Equipment	30,000.00	-30,000.00	0.00	0.00	0.00	0.00
22ARPH-2110-150	Instructional Salaries	0.00	7,113.00	7,113.00	4,650.67	2,462.09	0.24
22TIIA-2110-150	Instructional Salaries	-0.71	0.00	-0.71	0.00	0.00	-0.71
22TIVA-2110-150	Instructional Salaries	-2.32	0.00	-2.32	0.00	0.00	-2.32
22TTLI-2110-150	Instructional Salaries	-7.01	0.00	-7.01	0.00	0.00	-7.01
22TTLI-2110-400	Contractual and Other	1,999.72	0.00	1,999.72	0.00	0.00	1,999.72
22TTLI-2110-450	Materials & Supplies	13.34	0.00	13.34	0.00	0.00	13.34
23CNEQ-2110-200	Equipment	20,000.00	0.00	20,000.00	20,000.00	0.00	0.00
23HWBP-2250-150	Instructional Salaries	6,000.00	0.00	6,000.00	10,500.00	0.00	-4,500.00
23HWBP-2250-800	Employee Benefits	459.00	0.00	459.00	803.25	0.00	-344.25
23HWBP-2815-160	Noninstructional Salaries	6,000.00	0.00	6,000.00	4,500.00	0.00	1,500.00
23HWBP-2815-800	Employee Benefits	459.00	0.00	459.00	344.25	0.00	114.75
23HWBP-2820-150	Instructional Salaries	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
23HWBP-2820-800	Employee Benefits	229.50	0.00	229.50	0.00	0.00	229.50
23PREK-2510-150	Instructional Salaries	69,740.00	0.00	69,740.00	32,187.72	37,552.28	0.00
23PREK-2510-160	Noninstructional Salaries	21,587.00	0.00	21,587.00	12,557.94	9,090.90	-61.84
23PREK-2510-450	Materials & Supplies	5,983.00	0.00	5,983.00	0.00	0.00	5,983.00
23S611-2250-150	611-Instructional Salary	159,967.00	0.00	159,967.00	73,831.56	86,135.44	0.00
23S611-2250-400	Contractual Sect 611 Idea	25,262.00	0.00	25,262.00	1,952.12	7,033.63	16,276.25
23S611-2250-450	Materials and Supplies	12,379.00	0.00	12,379.00	7,175.96	0.00	5,203.04
23S619-2250-150	Instructional Salaries	3,394.00	0.00	3,394.00	0.00	0.00	3,394.00
23S619-2250-160	Non Instructional Salarie	0.00	0.00	0.00	1,979.33	1,411.83	-3,391.16
23S619-2250-400	Contractual Idea Sect 619	1,360.00	0.00	1,360.00	0.00	0.00	1,360.00
23S619-2250-490	BOCES SERVICES	839.00	0.00	839.00	0.00	0.00	839.00
23SUMM-2253-150	4408 SUMMER SCHOOL INSTRU	21,752.00	0.00	21,752.00	12,987.44	0.00	8,764.56
23SUMM-2253-160	4408 SUMMER SCH SUPPORT S	7,839.00	0.00	7,839.00	7,005.84	0.00	833.16
23SUMM-2253-400	4408 summer Contractual	20,306.00	0.00	20,306.00	23,050.96	2,030.00	-4,774.96
23SUMM-2253-490	4408 BOCES SERVICES	27,190.00	0.00	27,190.00	37,481.00	0.00	-10,291.00
23SUMM-5511-160	4408 Summer School Nonins	3,237.00	0.00	3,237.00	11,486.43	654.15	-8,903.58
23TIIA-2110-150	Instructional Salaries	28,199.00	0.00	28,199.00	5,297.40	6,180.60	16,721.00
23TIVA-2110-150	Instructional Salaries	15,143.00	0.00	15,143.00	2,701.56	3,152.44	9,289.00
23TTLI-2110-150	Instructional Salaries	211,522.00	0.00	211,522.00	97,624.80	113,898.20	-1.00
23TTLI-2110-400	Contractual and Other	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00



**Naples Central School District**  
Budget Status Report As Of: 02/28/2023  
Fiscal Year: 2023  
Fund: F SPECIAL AID FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
Total SPECIAL AID FUND		1,938,471.71	7,113.00	1,945,584.71	731,935.45	550,670.78	662,978.48

**Naples Central School District**  
**CAPITAL FUND Trial Balance for Fiscal Year 2023**  
**Cycle 08**  
**Post Dates From 07/01/2022 To 02/28/2023**

G/L Account	Description	Debits	Credits
<b>Assets</b>			
200.0C	Cash- FIVE STAR CK	3,372,991.12	
391.00	Due From Other Funds	9,727.29	
<b>Budgetary and Expense Accounts</b>			
522.00	Expenditures	746,687.86	
<b>Liabilities and Reserves</b>			
630.01	DUE TO DEBT SERVICE		5,008.37
915.01	ASS.UNAP.FB RES FOR CAPITAL		4,124,397.90
<b>Grand Totals</b>		<b>4,129,406.27</b>	<b>4,129,406.27</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change.  
No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

**Naples Central School District**

Budget Status Report As Of: 02/28/2023

Fiscal Year: 2023

Fund: H CAPITAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
210000-2110-201-00	Clerk of Works	446,760.00	0.00	446,760.00	46,560.00	400,200.00	0.00
210000-2110-240-00	Contractual and Other	14,680,143.61	-25,351.89	14,654,791.72	203,420.00	0.00	14,451,371.72
210000-2110-244-00	LEGAL SERVICES	249,802.00	0.00	249,802.00	12,900.70	203,949.30	32,952.00
210000-2110-245-00	Architects Commisions/Exp	605,909.18	0.00	605,909.18	463,262.68	111,737.32	30,909.18
210000-2110-245-21	Architects Commisions/Exp	-351.89	25,351.89	25,000.00	8,358.66	16,641.34	0.00
220000-1620-450-00	Supplies	90,000.00	-2,500.00	87,500.00	0.00	0.00	87,500.00
220000-2110-240-00	Contractual and Other	10,000.00	2,500.00	12,500.00	12,185.82	314.18	0.00
<b>Total CAPITAL FUND</b>		<b>16,082,262.90</b>	<b>0.00</b>	<b>16,082,262.90</b>	<b>746,687.86</b>	<b>732,842.14</b>	<b>14,602,732.90</b>

**Naples Central School District**  
**DEBT SERVICE Trial Balance for Fiscal Year 2023**  
**Cycle 08**  
**Post Dates From 07/01/2022 To 02/28/2023**

G/L Account	Description	Debits	Credits
<b>Assets</b>			
200.NY	Debt Service NYCLASS	308,199.77	
391.00	Due From Other Funds	6,099.88	
391.01	Due From Other Funds-Capital	5,008.37	
<b>Liabilities and Reserves</b>			
884.00	Reserve for Debt		302,481.13
<b>Budgetary and Revenue Accounts</b>			
980.00	Revenues		16,826.89
<b>Grand Totals</b>		<b>319,308.02</b>	<b>319,308.02</b>

The reporting period selected for this report includes an accounting cycle that is not closed and information is therefore subject to change.  
No accounting cycles have been closed for this fund in this fiscal year.

\* - To include Budgetary entries for the current month, run the report through the last day of the cycle

Naples Central School District  
Revenue Status Report As Of: 02/28/2023  
Fiscal Year: 2023  
Fund: V DEBT SERVICE

Revenue Account	Subfund	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
2401.000		Interest and Earnings	0.00	0.00	0.00	16,826.89		16,826.89
Total DEBT SERVICE			0.00	0.00	0.00	16,826.89	0.00	16,826.89

Selection Criteria

Criteria Name: Last Run  
As Of Date: 02/28/2023  
Suppress revenue accounts with no activity  
Sort by: Fund  
Printed by Norma Lewis

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.  
These are estimates to balance the budget

**SUBJECT: SUBMISSION OF QUESTIONS AND PROPOSITIONS AT THE ANNUAL MEETING AND ELECTION AND SPECIAL DISTRICT MEETINGS**

**Questions and Propositions at the Annual Meeting and Election**

The following rules and regulations shall apply to the submission of the questions or propositions at the annual meeting and elections of this School District.

- a) Questions or propositions shall be submitted by petition directed to the Clerk of the School District and shall be signed by twenty-five (25) qualified voters, or five percent (5%) of the registered voters of the District who voted in the previous annual election of Board members, whichever is greater.
- b) A separate petition shall be required for each question or proposition.
- c) Each petition shall be filed with the Clerk of the School District. Petitions relating to an Annual Election must be filed not later than sixty (60) days preceding the election at which the question or proposition is to be voted upon.
- d) Questions or propositions submitted in accordance with these rules and accepted will be printed on the ballot for the voting machine. The School District, however, retains the right to reject petitions as permitted by law, including but not limited to instances where such petitions are advisory in nature or beyond the power of the voters.
- e) The Board of Education shall cause the rules and regulations set forth in this policy to be distributed within the District.
- f) Nothing herein contained shall affect the nominations of candidates as set forth in the Annual District Election notice pursuant to Section 2018 of the Education Law.

**SUBJECT: FLAG DISPLAY**

In keeping with State Education Law and Executive Law, the Board of Education accepts its duty to display the United States flag upon or near each public school building during school hours, weather permitting, and such other times as the statutes may require or the Board may direct.

The flag shall be flown at full- or half-staff pursuant to law. The Superintendent's approval shall be required for the flag to be flown at half-staff upon any other occasion.

The flag shall be displayed in every assembly room (i.e., the auditorium) including the room where the Board of Education meetings are conducted, as well as displayed in all rooms used for instruction.

Education Law Sections 418 and 419

Executive Law Sections 402 and 403

8 New York Code of Rules and Regulations (NYCRR) Sections 108.1-108.3

**SUBJECT: PUBLIC ACCESS TO RECORDS**

The District will provide access to records held by the District in accordance with Federal and State law (including but not limited to the Family Educational Rights and Privacy Act; Article I of the New York State Education Law; the New York State Freedom of Information Law, etc.) and will maintain records in accordance with the Records Retention and Disposition Schedules promulgated by the New York State Commissioner of Education, as they may be amended from time. The District reserves the right to assert all exceptions and exemptions to disclosure of records authorized by Federal or State statutes, regulations or common law.

The Superintendent, subject to the approval of the Board of Education, will designate a Records Access Officer who will have the duty of coordinating the School District's response to public request for access to records.

Regulations and/or procedures governing access to District records in relation to FOIL requests will be developed.

Education Law Section 2116

Public Officers Law Section 87

21 New York Code of Rules and Regulations (NYCRR) Part 9760



Community Relations

**SUBJECT: NON-DISCRIMINATION AND ANTI-HARASSMENT IN THE SCHOOL DISTRICT**

The Naples Central School District affirms that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination in employment in any educational program or activity on the basis of age, gender, sexual orientation, race, ethnic background, religion, creed, country of origin, marital status, disability, or on other basis in accordance with the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, Title IX, and other federal or state laws.

The Superintendent shall designate a Civil Rights Compliance Officer who shall be authorized to coordinate and carry out the responsibilities of the District under this Policy and to coordinate compliance with the regulations and to process any complaint and/or grievance which may be filed in accordance with the grievance procedure heretofore adopted by the school district.

The Board of Education hereby also prohibits all harassing conduct based on gender, race, sexual orientation or any other status protected by state or federal law. The Naples School District considers harassing conduct to be an abuse contrary to the high moral ethical standards of an educational institution.

Harassing conduct generally consists of subjecting an individual, on the basis of his/her membership in a protected class, to conduct and/or communications that are sufficiently severe, pervasive, or persistent as to have the purpose or effect of: creating an intimidating, hostile, or offensive environment; substantially or unreasonably interfering with an individual's work or a student's educational performance, opportunities, benefits, or well-being; or otherwise adversely affecting an individual's employment or educational opportunities.

Harassing conduct can include unwelcome verbal, written, or physical conduct which offends, denigrates, or belittles an individual because of his/her membership in a protected class. Such conduct includes, but is not limited to: derogatory remarks, jokes, demeaning comments or behavior, slurs, mimicking, name calling, graffiti, innuendo, gestures, physical contact, stalking, threatening, bullying, extorting, or the display or circulation of written materials or pictures.

The Naples Central School District will not tolerate the use of a position of authority to obtain sexual favors in supervisor/employee, or faculty/student relationships. Neither will it condone expressions or actions by any person affiliated with the School District which in any manner constitutes sexually harassing conduct, including student-to-student harassing. Attempts to suppress the report of such actions or to retaliate for the presentation of a report will be considered in the same light as the offending behavior.

The Superintendent is hereby authorized to promulgate regulations that are necessary and proper to implement this policy, including but not limited to procedures for filing complaints, investigating same, maintaining privacy (to the extent legally required), and an appeals process.

All staff involved in employee recruitment and selection shall be furnished a copy of this policy and the regulations and directed to comply with both in all respects.

Disciplinary action will be taken against any student or employee found in violation of this policy.

Age Discrimination in Employment Act, 29 United States Code (USC) Section 621  
Americans With Disabilities Act, 42 United States Code (USC) Section 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq.  
Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000d et seq.  
Title VII of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000e et seq.  
Title IX of the Education Amendments of 1972, 20 United States Code (USC) Section 1681 et seq.  
Education Law Section 2801(1)  
Executive Law Section 290 et seq.

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT INVESTMENTS**

Whenever the District has funds (including operating funds, reserve funds and proceeds of obligations) that exceed those necessary to meet current expenses, the Board of Education authorizes and directs the Assistant Superintendent for Business and Operations to invest such funds in accordance with state and federal laws and regulations and in conformity with the guidelines established by this policy.

The Assistant Superintendent for Business and Operations is responsible for the oversight and administration of the District's investments and must establish written procedures for the operation of the investment program consistent with law and with this Policy. The written procedures should at a minimum (as set forth in New York General Municipal Law §39): (a) a list of permitted types of investments; (b) procedures and provisions to secure the District's financial interests in investments; (c) standards for written agreements pursuant to which investments are made; (d) procedures for the monitoring, control, deposit and retention of investments and collateral; (e) standards for security agreements and custodial agreements with banks and trust companies pursuant to which obligations and collateral are held; (f) standards for diversification of agreements; and (g) standards for the qualification of firms with whom the District transacts business.

The District's investment objectives are, in priority order, as follows:

- a) Investments shall be made in a manner so as to safeguard the funds of the School District; and
- b) Bank deposits shall be made in a manner so as to safeguard the funds of the School District.
- c) Investments shall be sufficiently liquid so as to allow funds to be available as needed to meet the obligations of the School District.
- d) Funds shall be invested in such a way as to earn the maximum yield possible given the first three investment objectives.

This policy shall be reviewed and re-adopted at least annually or whenever new investment legislation becomes law, as staff capabilities change, or whenever external or internal issues warrant modification.

Education Law Sections 1604-a, 1723(a), 2503(1) and 3652  
General Municipal Law Section 39  
Local Finance Law Section 165

Non-Instructional/Business  
Operations

**SUBJECT: PURCHASING: COMPETITIVE BIDDING AND OFFERING**

Except as otherwise provided by law, all contracts for public work involving an expenditure of more than thirty-five thousand dollars (\$35,000) and all purchase contracts involving an expenditure of more than twenty thousand dollars (\$20,000) shall be awarded by the District to the lowest responsible bidder furnishing the required security after advertisement for sealed bids. Please note that similar procurements to be made in a fiscal year shall be grouped together for the purpose of determining whether a particular item must be bid. However, the District may, in its discretion, award purchase contracts on the basis of "best value" to a responsive and responsible bidder or offerer, provided the Board of Education has authorized such action by rule, regulation or resolution adopted at a public meeting.

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

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

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

**Standardization**

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

**"Piggybacking" Exception to Competitive Bidding**

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

Non-Instructional/Business  
Operations

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

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

- a) Has been let by the United States or any agency thereof, any state (including New York State) or any other political subdivision or district therein;
- b) Was made available for use by other governmental entities and agreeable with the contract holder; and
- c) Was let in a manner that constitutes competitive bidding consistent with New York State law, or was awarded on the basis of best value, and is not in conflict with other New York State laws.

**Purchasing Process**

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

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

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

Non-Instructional/Business  
Operations

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

**These procedures shall contain, at a minimum, provisions which:**

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

Such information shall be updated biennially.

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

**Preference for Alternative Formats for Instructional Materials**

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

**Non-Instructional/Business  
Operations**

The District will establish a plan to provide instructional materials in a usable alternative format for each student with a disability (including students requiring Section 504 Accommodation Plans) based upon the student's educational needs and course selections, and will be available at the same time as those instructional materials are available to non-disabled students.

The Plan will:

- a) Specify that the District gives a preference in the purchase of instructional materials it has selected for its students to those vendors who agree to provide such instructional materials in alternative formats;
- b) Specify when an electronic file is provided, how the format will be accessed by students and/or how the District will convert to an accessible format;
- c) Specify the process to be used when ordering materials to identify the needs of students with disabilities residing in the District for alternative format materials;
- d) Specify ordering timelines for providing alternative format materials at the same time as regular format materials are available; and
- e) Include procedures so that when students with disabilities move into the District during the school year, the process to obtain needed materials in alternative formats for those students is initiated without delay.

**Annual Review**

Comments concerning the District's bidding and purchasing policies and procedures will be solicited from those District employees involved in the procurement process from time to time.

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

General Municipal Law Articles 5-A and 18  
State Finance Law Sections 162, 163 and 163-b

Non-Instructional/Business  
Operations

**SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST)**

**School Food Service Program (Lunch and Breakfast)**

The Superintendent or his/her designee shall have the responsibility to carry out the rules of the School Lunch and Breakfast Programs. The determination of which students are eligible is the responsibility of the Reviewing Official and Verification Official or the Office of Temporary and Disability Assistance of the Department of Social Services. Appeals regarding eligibility should be submitted to the Hearing Official of the District.

Free or reduced price meals may be allowed for qualifying students attending District schools upon receipt of a written application from the student's parent or guardian or a "Direct Certification" letter from the New York State Office of Temporary and Disability Assistance (OTDA). Applications will be provided by the School District to all families.

School officials must also determine eligibility for free/reduced meals and milk by using the Direct Certification Matching Process, a dataset supplied by the Office of Temporary and Disability Assistance, and made available by the State Education Department. Any student receiving federal assistance through Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance to Needy Families (TANF) is automatically eligible for free meals and milk. There is no need for families to complete further applications. School Districts shall notify parents or guardians of such eligibility, giving them the opportunity to decline free meals and milk if they so choose.

Procedures for the administration of the free and reduced price meal program of this School District will be the same as those prescribed in current state and federal laws and regulations.

**Meal Charge and Prohibition Against Meal Shaming**

**I. Purpose**

The intent of this policy is to establish procedures to address unpaid meal charges throughout the **Naples Central School District** in a way that does not stigmatize, distress or embarrass students. The provisions of this policy pertain to regular priced reimbursable school breakfast, lunch and snack meals only. The Naples Central School District provides this policy as a courtesy to those students in the event that they forget or lose their money. Charging of items outside of the reimbursable meals (a la carte items, adult meals, etc.) is expressly prohibited. The District may attempt to collect unpaid school meal fees from a student's parent or guardian, but shall not use a debt collector, as defined in Section 803 of the Federal Consumer Credit Protection Act, 5 U.S.C. Sec. 1692a or file a lawsuit against such student's parent or guardian.

(Continued)



Non-Instructional/Business  
Operations

**SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (Cont'd.)**

**I. Policy**

**Free Meal Benefit** - Free eligible students will be allowed to receive a free breakfast and lunch meal of their choice each day. A la carte items or other similar items must be paid/prepaid.

**Reduced Meal Benefit** - Reduced eligible students will be allowed to receive a breakfast of their choice for \$.25 cents and lunch of their choice for \$.25 cents each day. The charge meals offered to students will be reimbursable meals available to all students, unless the student's parent or guardian has specifically provided written permission to the school to withhold a meal. A la carte items or other similar items must be paid/prepaid.

**Full Pay Students** - Students will pay for meals at the school's published paid meal rate each day. The charge meals offered to students will be reimbursable meals available to all students, unless the student's parent or guardian has specifically provided written permission to the school to withhold a meal. A la carte items or other similar items must be paid/prepaid.

**ONGOING STAFF TRAINING:**

Staff will be trained annually and throughout the year as needed on the procedures for managing meal charges using the NYSED Webinar or the school's training program.

Staff training includes ongoing eligibility certification for free or reduced price meals.

**PARENT NOTIFICATION:**

Parents/guardians will be notified that a student's meal card or account balance is exhausted and has accrued meal charges within 5 days of the charge and then every 5 days/weeks thereafter. Email notifications will go out weekly and a paper letter will be mailed out monthly.

**PARENT OUTREACH:**

Staff will communicate with parents/guardians with five or more meal charges to determine eligibility for free or reduced price meals.

School staff will make two documented attempts to reach out to parents/guardians to complete a meal application in addition to the application and instructions provided in the school enrollment packet.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (Cont'd.)**

School staff will contact the parent/guardian to offer assistance with completion of meal application to determine if there are other issues within the household causing the child to have insufficient funds, offering any other assistance that is appropriate.

**MINIMIZING STUDENT DISTRESS:**

School will not publicly identify or stigmatize any student on the line or discuss any outstanding meal debt in the presence of any other students.

Students who incur meal charges will not be required to wear a wristband or handstamp, or to do chores or work to pay for meals.

Schools will not throw away a meal after it has been served because of the student's inability to pay for the meal or because of previous meal charges.

Schools will not take any action directed at a pupil to collect unpaid school meal fees.

Schools will deal directly with parents/guardians regarding unpaid school meal fees.

**ONGOING ELIGIBILITY CERTIFICATION:**

School staff will conduct direct certification with New York State Student Identification System (NYSSIS) or using New York State Education Department (NYSED) Roster Upload at least monthly to maximize free eligibility.

School staff will provide parents/guardians with free and reduced price application and instructions at the beginning of each school year in school enrollment packet.

Schools using electronic meal application will provide an explanation of the process in the school enrollment packet and instructions on how to request a paper application at no cost.

Schools will provide at least two additional free and reduced price applications throughout the school year to families identified as owing meal charges.

Schools will use administrative prerogative judiciously, only after using exhaustive efforts to obtain a completed application from the parent/guardian only with available information on family size and income that falls within approvable guidelines.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (Cont'd.)**

Schools will coordinate with the foster, homeless, migrant, runaway coordinators at least monthly to certify eligible students.

Students/Parents/Guardians may pay for meals in advance via [www.myschoolbucks.com](http://www.myschoolbucks.com) or with a check payable to NCS Cafeteria. Further details are available on our webpage at [www.naplescscsd.org](http://www.naplescscsd.org). Funds should be maintained in accounts to minimize the possibility that a child may be without meal money on any given day. Any remaining funds for a particular student may/will be carried over to the next school year.

Refunds for withdrawn, and graduating students; a written or e-mailed request for a refund of any money remaining in their account must be submitted. Students who are graduating at the end of the year will be given the option to transfer to a sibling's account with a written request.

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

**Restriction of Sweetened Foods in School**

The sale of sweetened foods will be prohibited from the beginning of the school day until the end of the last scheduled meal period.

Sweetened foods consist of sweetened soda water, chewing gum, candy, including hard candy, jellies, gum, marshmallow candies, fondant, licorice, spun candy, candy coated popcorn, and water ices except those which contain fruit or fruit juices.

**Restriction on Sale of Milk Prohibited**

Schools that participate in the National School Lunch Program may not directly or indirectly restrict the sale or marketing of fluid milk products at any time or in any place on school premises or at school-sponsored events.

**Food Substitutions for Children with Disabilities**

Federal regulations governing the operation of Child Nutrition Programs, Part B of the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 require that children with disabilities be offered the opportunity to participate in all academic and nonacademic activities including the school nutrition programs. The District will make reasonable accommodations to those children with disabilities whose disabilities restrict their diets, such as providing substitutions and/or modifications in the regular meal patterns. Such meal substitutions for students with disabilities will be offered at no extra charge. A student with a disability must be provided substitutions in food when that need is supported by a statement signed by a physician attesting to the need for the substitutions and recommending alternate foods.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (Cont'd.)**

However, the school food service is not required to provide meal services (for example, School Breakfast Program) to students with disabilities when the meal service is not normally available to the general student body, unless a meal service is required under the student's individualized education program (IEP) or Section 504 Accommodation Plan as mandated by a physician's written instructions.

**Food Substitutions for Nondisabled Children**

Though not required, the District will also allow substitutions for non-disabled children who are unable to consume the regular meal because of medical or other special dietary needs if the request is supported by a statement signed by a recognized medical authority.

The District may also allow substitutions for fluid milk with a non-dairy beverage that is nutritionally equivalent (as established by the Secretary of Agriculture) to fluid milk and meets nutritional standards for students who are unable to consume fluid milk because of medical or other special dietary needs if the request is supported by a statement signed by a recognized medical authority or by the student's parent/legal guardian.

**Prohibition Against Adults Charging Meals**

Adults should pay for their meals at the time of service or set up pre-paid accounts.

**HACCP-Based Food Safety Program**

Schools participating in the National School Lunch and/or School Breakfast programs are required to implement a food safety program based on Hazard Analysis and Critical Control Point (HACCP) principles. The District must develop a written food safety program for each of its food preparation and service facilities that is based on *either* traditional HACCP principles *or* the "Process Approach" to HACCP. (The "Process Approach" simplifies traditional HACCP by grouping foods according to preparation process and applying the same control measures to all menu items within the group, rather than developing an HACCP plan for each item). Regardless of the implementation option that is selected, the District's written food safety program must also include:

- a) Critical control points and critical limits;
- b) Monitoring procedures;
- c) Corrective actions;
- d) Verification procedures;
- e) Recordkeeping requirements; and
- f) Periodical review and food safety program revision.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: SCHOOL FOOD SERVICE PROGRAM (LUNCH AND BREAKFAST) (Cont'd.)**

Child Nutrition and WIC Reauthorization Act of 2004, PL 108-265

Child Nutrition Act 1966, 42 United States Code (USC) Section 1771 et seq.

Richard B. Russell National School Lunch Act 1946, 42 United States Code (USC) Section 1751 et seq.

Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq.

Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Sections 1400-1485

7 Code of Federal Regulations (CFR) Parts 15B, 210 and 220

Education Law Sections 902(b), 915, 918, 1604(28), 1709(22), 1709(23) and 2503(9)(a)

8 New York Code of Rules and Regulations (NYCRR) Sections 200.2(b)(1) and 200.2(b)(2)

Social Services Law Section 95

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY**

The District is committed to providing a school environment that promotes and protects children's health, well-being, and the ability to learn by fostering healthy eating and physical activity before, during and after the school day.

The District has established a wellness committee that meets at least four times per year to establish goals for, and oversee the development of, the District's local wellness policy. The Committee will make policy recommendations for review and adoption by the Board. The District Wellness Committee includes, but is not limited to, representatives from each of the following groups:

- Parents and caregivers;
- Students;
- Physical Education teachers;
- School Health professionals;
- District food service program;
- School Board;
- School Administrators;
- General Education teachers; and
- Members of the public.

The District Wellness Committee will also be responsible for assessing current activities, programs and policies available in the District, and providing mechanisms for implementation, evaluation, and revision of this policy. In doing so, the Wellness Committee will evaluate and make recommendations which reflect the specific needs of the District and its students.

The Superintendent will designate a District Wellness Coordinator to convene the District Wellness Committee in order to facilitate the development of, and any proposed updates to, the District's wellness policy, and will also monitor and verify the District's compliance with this policy.

**Goals to Promote Student Wellness**

The District seeks to provide all its students the knowledge and skills necessary to make nutritious food selections and enjoy life-long physical activity. To this end, the District sets forth the following goals relating to nutrition promotion and education, physical activity, and other school-based activities.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

**Nutrition Promotion and Education**

The District will model and encourage healthy eating by all students by engaging in nutrition education and promotion by:

- a) Nutrition education will be integrated within the comprehensive health education curriculum and other instructional areas, as appropriate, and taught at every grade level, K through 12. Nutrition instruction will follow applicable New York State Standards and be designed to help students acquire:
  - 1. Nutrition knowledge, including but not limited to: the benefits of healthy eating; essential nutrients; nutritional deficiencies; principles of healthy weight management; the use and misuse of dietary supplements; and safe food storage, handling, and preparation.
  - 2. Nutrition related skills, including but not limited to: planning healthy meals; understanding and using food labels; critically evaluating nutrition information, misinformation, and commercial food advertising; assessing personal eating habits; and setting and achieving goals related to these concepts.
- b) Marketing and promotion
  - 1. The District will promote nutrition education activities that involve parents, students, and the community.
  - 2. The District will promote healthy food and beverage choices for all students and encourage participation in school meal programs. This will occur by using Smarter Lunchroom techniques which guide students toward healthful choices, including 100% of the foods and beverages promoted to students will meet the Smart Snacks in School nutrition standards, as found on the United States Department of Agriculture's (USDA) official website.
  - 3. The District will promote school and community awareness of this policy through various means, such as a publication on the District website.
  - 4. The District will encourage and promote wellness through social media, newsletters, and an annual family wellness event.
  - 5. Marketing and advertising of foods and beverages on school campuses during the school day will be consistent with nutrition education and health promotion. As such, schools will restrict food and beverage marketing to the promotion of those foods and beverages that meet the nutrition standards set forth by the Healthy Hunger-Free Kids Act's Smart Snacks in School Rule and that are consistent with this policy.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

6. The District is cognizant of the fact that certain scoreboards, signs, and other durable equipment it employs may market foods and beverages in a way that is inconsistent with the aims of this policy. While the immediate replacement of such equipment is not required, the District will replace or update this equipment over time to be consistent with the message it delivers to students regarding nutrition, health, and well-being. As the District reviews existing contracts, or considers new contracts, resulting decisions should reflect the marketing guidelines established by this policy.

c) Additional provisions

1. Parents and teachers will be provided with a list of healthy party ideas, including non-food celebration ideas.
2. Parents will be provided with a list of classroom snacks and beverages that meet Smart Snacks nutrition standards.
3. School personnel are strongly discouraged from using food as a reward or withholding food as punishment under any circumstance; teachers and other appropriate school staff will be provided with a list of alternative ways to reward students.
4. District staff will be encouraged to model healthy eating, drinking, and physical activity behaviors for students.

Physical Activity

- a) The District will provide opportunities for every student to participate in physical education and, in an effort to comply with the recommendation that children and adolescents participate in at least 60 minutes of physical activity each day, is also committed to providing opportunities for physical activity before, during, and after school. In doing so, the District aims to promote among students, staff, and community members the development of knowledge and skills for specific physical activities, the maintenance of physical fitness, regular participation in physical activity, and an understanding of the short-term and long-term benefits from a physically active and healthy lifestyle. Physical activity opportunities will be in addition to, not in lieu of, physical education and will not be used as a punishment for students, but rather another means by which students may develop or maintain a healthy and active lifestyle.

(Continued)



Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

- b) The District will meet the following standards to achieve its goal relative to physical education and physical activity:
1. The District will have a Board-approved Physical Education plan on file with the New York State Education Department that meets or exceeds the requirements set forth in Section 135.4 of the Commissioner of Education's regulations.
  2. The District recognizes the importance of physical education classes in providing students with meaningful opportunities for physical exercise and development. Consequently, the District will provide that:
    - (a) All physical education classes are taught or supervised by a certified physical education teacher;
    - (b) All physical education staff receive professional development relevant to physical education on a yearly basis;
    - (c) Interscholastic sports, intramural sports, and recess do not serve as substitutes for a quality physical education program;
    - (d) Students are afforded the opportunity to participate in moderate to vigorous activity for at least 50% of physical education class;
    - (e) Adequate space and equipment for physical education will be given and conform to all applicable safety standards;
    - (f) An age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education is implemented, with a focus on students' development of motor skills, movement forms, and health related fitness;
    - (g) A physical and social environment is provided that encourages safe and enjoyable activity for all students;
    - (h) Activities or equipment are adapted to meet the needs of students who are temporarily or permanently unable to participate in the regular program of physical education. In doing so, the District will abide by specific provisions in 504 Plans and/or individualized education programs (IEP). To that end, the Committee on Special Education (CSE) will have a certified physical education teacher participate in the development of a student's IEP, if the student may be eligible for adapted physical education;

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

- (i) All students, including students in need of adaptive physical education, will be encouraged to participate in physical fitness programs and competitions.
- 3. All students will be required to fulfill the physical education requirements set forth in the Commissioner's regulations as a condition of graduating from the District's schools.
- c) Recognizing the need for movement and physical activity, students will be encouraged reduce sedentary time through physical education classes, short activity breaks, the "Plus 5" fitness program, and recess. Each day, all elementary school students will be offered one daily period of recess for a minimum of twenty (20) minutes. This requirement will not apply on days where students arrive late, leave early, or are otherwise on campus for less than a full day.

Because recess is an important way for students to play and release energy, physical activity will not be withheld as a consequence for minor academic or disciplinary reasons. However, it is important to note that schools are responsible for the safety and educational success of all students. There may be times when a teacher or administrator withholds recess if a student is involved in a significant behavioral issue or if there are chronic academic concerns. In these instances, the school will notify parents, and they will be asked to help develop a specific plan supporting the specific needs of their son or daughter.

In addition, recess will be held indoors during the fall hunting season and when there are concerns related to inclement weather (E.g. RealFeel temperatures below 20 degrees, rain, high winds, etc.). Parents are also asked to ensure that their son or daughter comes to school with appropriate clothing for outdoor play.

**Other School-based Activities**

The District is committed to establishing a school environment that is conducive to healthy eating and physical activity for all. The District will, therefore, adopt the following standards:

a) Federal School Meal Programs

- 1. The District will participate, to the maximum extent practicable, in available federal school meal programs (including the School Breakfast Program (SBP), National School Lunch Program (NSLP), and Summer Food Service Program). Food served through these programs will meet all applicable federal and state standards.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

2. The District will provide food service directors, managers, and staff with annual professional development in the areas of food and nutrition consistent with USDA Professional Standards for State and Local Nutrition Programs. District food service staff will meet with students in grades 4 through 12 twice annually to solicit feedback on the school breakfast and/or school lunch program(s).

**b) Access to School Nutrition Programs:**

The District will utilize a system of student payment that enables all eligible students to have access to free/reduced meals in a non-stigmatizing manner.

**c) Meal Environment**

The District will provide the following meal environment:

1. School dining areas will have sufficient space for students to sit and consume meals;
2. School dining areas will be clean, safe, and pleasant environments that reflect the social value of eating;
3. Enough serving areas will be provided so that student access to school meals with a minimum of wait time;
4. All students will have a scheduled lunch period;
5. Lunch times will be scheduled near the middle of the school day;
6. Students will be given adequate time to eat healthy meals;
7. Students and staff will have access to free, safe, and fresh drinking water throughout the school day and where school meals are served.

**d) Community Access to District Facilities for Physical Activities:**

School grounds and facilities will be available to students, staff, community members and organizations, and agencies offering physical activity and nutrition programs consistent with District policy, including provisions regarding conduct on school grounds and administrative approval of use by outside organizations.

**e) Community Partnerships**

The District will continue relationships with community partners in support of the implementation of this policy. Existing and new community partnerships will be evaluated to verify that they are consistent with this policy and its goals.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

f) Community Involvement, Outreach, and Communications

The District will use its official website, along with other electronic and non-electronic means, to notify parents and the public, in culturally and linguistically appropriate ways, about the content, implementation of, and updates to this policy as well as how to become involved and support this policy. The District will use these same means to inform the community about the availability of the annual and triennial reports relative to this policy.

g) Before and After School Activities \*

The District will offer opportunities for students to participate in physical activity before and/or after the school day through various methods, such as physical activity clubs, intramurals, and interscholastic sports.

h) Active Transport \*

The District supports active transport to and from school, i.e. walking or biking. The District will encourage this behavior by providing a bicycle rack for bicycles and equipment and instructing students on walking and bicycling safety.

**Nutrition Guidelines**

In an effort to encourage healthy life-long eating habits by providing foods that are high in nutrients, low in saturated fat and added sugars, have zero grams trans-fat preserving, and are of moderate portion size, the District Wellness Committee recommends nutrition standards to be set for all foods and beverages available on school campus. For purposes of this policy, the school day is defined as the period from the midnight before, to thirty (30) minutes after the end of the official school day.

School Meals

All schools within the District participate in the USDA child nutrition programs, including the NSLP and the SBP. School meals will, at a minimum, meet the program requirements and nutrition standards of these programs. The District is committed to making meals through the SBP and NSLP accessible to all students, are served in sanitary settings, are appealing to children, and meet or exceed those nutrition requirements established by local, state, and federal law and regulation. The USDA nutrition standards are available at:

<http://www.fns.usda.gov/school-meals/nutrition-standards-school-meals>.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

**Fundraising**

- a) All food and beverages sold as or during a fundraiser during the school day will meet, or exceed, the nutritional requirements listed in the USDA Healthy, Hunger-Free Kids Act "Smart Snacks in Schools" Rule; these foods and beverages sold as fundraisers will not be sold until the end of the last lunch period, so as not to compete with the NSLP.
- b) School-sponsored fundraisers conducted outside of the school day will be encouraged to support the goals of this policy by promoting the sale of healthy food items (fresh fruit and produce) and/or non-food items, such as water bottles, plants, etc., and by promoting events involving physical activity.
- c) All school-sponsored fundraisers must be approved by the appropriate building principal prior to their being conducted.

**Competitive Foods and Beverages Sold and Served to Students During the School Day**

Competitive foods-which include all foods and beverages sold to students outside of the school meal programs, on the school campus in student accessible areas, and at any time during the school day-will follow, at a minimum, the nutrition standards specified by the Healthy, Hunger-Free Kids Act. These standards will apply to all foods and beverages sold individually and outside of the reimbursable school meal, including vending machines, school stores and cafeteria a la carte lines.

**Competitive Foods and Beverages Served to Students During the School Day**

The District will encourage staff and parents to provide students with healthy options at any event where foods and beverages are served to students (i.e., classroom and school-wide celebrations and rewards).

**Foods and Beverages Sold or Served at Events Outside of the School Day**

- a) All foods and beverages sold or served at school-sponsored events will be in serving sizes which are in accordance with recommended dietary guidelines and/or nutrition standards.
- b) At events where food and beverages are sold, 50% of items sold must meet the USDA Healthy, Hunger-free Kids Act "Smart Snacks in Schools" Standards.

**Professional Development**

All school nutrition program directors, managers, and staff will meet or exceed hiring and annual continuing education and training requirements as specified in the USDA Professional Standards for School Nutrition Professionals. In order to locate the training that best fits their learning needs, school nutrition personnel will refer to the USDA's Professional Standards for School Nutrition Standards website.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

**Implementation and Evaluation of the Wellness Policy**

- a) The District will establish an implementation and evaluation plan for this policy in order to monitor its effectiveness and the possible need for modification over time. To this end, the District has designated the following individual(s) as District Wellness Coordinator to monitor and verify that the District meets the goals and mandates of this policy:  
Administrators;  
School health personnel including the school nurse, health and/or physical education teachers;  
School Food Service Director;  
District Health and Wellness Director/Chairperson
- b) These designated Wellness Coordinators will also serve as liaisons with community agencies in providing outside resources to help in the development of nutritional education programs and promotion of physical activities.
- c) The District will annually report on the progress each of its schools has made toward meeting the goals of this policy. Such report will include:
  - 1. The website address for the wellness policy and/or information on how the public can access a copy;
  - 2. A description of each school's progress in meeting the wellness policy goals;
  - 3. A summary of each school's local school wellness events or activities;
  - 4. Contact information for the leader(s) of the Wellness Committee; and
  - 5. Information on how individuals can get involved in the Wellness Committee's work.
- d) Evaluation and feedback from interested parties, including an assessment of student, parent, teacher, and administration satisfaction with the wellness policy, are welcomed as an essential part of the District's evaluation program.
- e) The District will document the financial impact, if any, to the school food service program, school stores, or vending machine revenues based on the implementation of the wellness policy.

(Continued)

Non-Instructional/Business  
Operations

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

- f) Assessments of compliance with the District's wellness policy and implementation efforts will be repeated on a triennial basis. The assessment will include:
  - 1) Compliance with the wellness policy;
  - 2) How the wellness policy compares to model wellness policies; and
  - 3) Progress made in attaining the goals of the wellness policy.
- g) The District will, as necessary, revise and update this wellness policy, but at least every three years following the triennial assessment, and develop work plans to facilitate its implementation.
- h) The annual progress report, triennial assessments, and policy updates will be provided to the Board, posted on the District's official website, and distributed to the District Wellness Committee, parent-teacher organizations, building principals, and school health services personnel within the District. Printed copies will also be made available to community residents upon request.

**Annual Notification**

The District will inform families and the general public each year, via the District website and/or District-wide communications, of information about this policy, including, but not limited to, its content as well as any updates. The District will endeavor to share as much information as possible about its schools' nutrition environment, including, a summary of school events or activities relative to this policy implementation. Each year, the District will also publicize the name and contact information of the District official leading and coordinating the wellness committee as well as how the community may get involved with the wellness committee.

**Recordkeeping**

The District will retain records relative to compliance with the requirements of this policy in the District Office and/or on the District's central computer network. Documentation maintained at this location includes, but is not limited to:

- a) The written wellness policy;
- b) Documentation demonstrating that this policy has been made available to the public;
- c) Documentation of efforts to review and update this policy;

(Continued)

**Non-Instructional/Business  
Operations**

**SUBJECT: DISTRICT WELLNESS POLICY (Cont'd.)**

- d) Documentation to demonstrate compliance with the annual public notification requirements;
- e) The most recent assessment on the implementation of this policy;
- f) Documentation demonstrating the most recent assessment on the implementation of this policy has been made available to the public.

National School Lunch Act, 42 United States Code (USC) Section 1758(b)

National School Lunch Program and School Breakfast Program regulations, 7 Code of Federal Regulations (CFR) Section 210.11

Local School Wellness Policy Implementation Under the Healthy, Hunger-Free Kids Act of 2010; 79 FR 10693

Education Law Section 915

8 NYCRR Section 135.4



Non-Instructional/Business  
Operations

**SUBJECT: INFORMATION SECURITY BREACH AND NOTIFICATION**

The District is required under the New York State Technology Law to notify affected individuals when there has been or is reasonably believed to have been an unauthorized acquisition of computerized data which compromises the security, confidentiality or integrity of individuals' private information in compliance, defined by State law to include:

1. Social security number;
2. Driver's license number or non-driver identification card number; or
3. Account number, credit or debit card number, in combination with any required security code, access code, or password, which would permit access to an individual's financial account.

"Private information" does not include publicly available information that is lawfully made available to the general public from federal, state or local government records

The Superintendent of Schools, or his/her designee(s) will comply with the provisions of the State Technology Law as applicable to school districts.

**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA**

In accordance with New York State Education Law §2-d, the District hereby implements the requirements of Commissioner's regulations (8 NYCRR §121) and aligns its data security and privacy protocols with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 (NIST Cybersecurity Framework or "NIST CSF").

In this regard, every use and disclosure of personally identifiable information (PII) by the District will benefit students and the District (for example, improving academic achievement, empowering parents and students with information, and/or advancing efficient and effective school operations). PII will not be included in public reports or other documents.

The District also complies with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Consistent with FERPA's requirements, unless otherwise permitted by law or regulation, the District will not release PII contained in student education records unless it has received a written consent (signed and dated) from a parent or eligible student.

In addition to the requirements of FERPA, the Individuals with Disabilities Education Act (IDEA) provides additional privacy protections for students who are receiving special education and related services. For example, pursuant to these rules, the District will inform parents of children with disabilities when information is no longer needed and, except for certain permanent record information, that such information will be destroyed at the request of the parents. The District will comply with all such privacy provisions to protect the confidentiality of PII at collection, storage, disclosure, and destruction stages as set forth in federal regulations 34 CFR 300.610 through 300.627.

The Superintendent or his/her designee will establish and communicate procedures for parents, eligible students, and employees to file complaints about breaches or unauthorized releases of student, teacher or principal data (as set forth in 8 NYCRR §121.4). The Superintendent is also authorized to promulgate any and all other regulations necessary and proper to implement this policy.

**References:**

Education Law §2-d

8 NYCRR §121

Family Educational Rights and Privacy Act of 1974, 20 USC §1232(g), 34 CFR 99

Individuals with Disabilities Education Act (IDEA), 20 USC §1400 et seq., 34 CFR 300.610–300.627

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS AND OTHER SAFETY-SENSITIVE EMPLOYEES**

The Board of Education recognizes the dangers inherent in alcohol and controlled substance use by employees especially those in safety-sensitive positions. To provide for the safety of its students and to comply with federal regulations, the Board requires alcohol and controlled substance testing of school bus drivers and other covered employees (i.e., those in "safety-sensitive" positions).

In accordance with federal regulations, employees in safety-sensitive positions are those who are required to have and use a commercial drivers' license (CDL) and operate commercial motor vehicles. These employees are subject to random testing for alcohol, marijuana, cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP). The District shall adhere to federal law and regulations requiring the implementation of a drug and alcohol testing program for all such employees.

The District shall either establish and manage its own program, by contract, or through a consortium for the provision of alcohol and drug testing of employees in safety-sensitive positions.

Federal regulations require that school bus drivers and other safety-sensitive employees be tested for alcohol and/or drugs as prescribed in the federal law and regulations at the following times: pre-employment, randomly, when reasonable suspicion of prohibited use exists, post-accident, return-to-duty and follow-up testing.

All employee drug and alcohol testing will be kept confidential and shall only be revealed without the driver's consent to the employer, a substance abuse professional, drug testing laboratory, medical review officer and any other individual designated by law.

In accordance with federal and state law, a bus driver will not be permitted to drive or perform safety-sensitive functions if he or she:

a) Possesses, consumes or is reasonably believed to possess or have consumed alcohol or a controlled substance, while on duty;

b) Uses or is under the influence of alcohol or a controlled substance within six hours or less before duty;

- c) Has an alcohol concentration of anything other than 0.00, or tests positive for a controlled substance; or
- d) Refuses to take a required alcohol or controlled substance clearing house test.

Also, no driver shall use alcohol after being involved in an accident in which there was a fatality or in which the bus driver was cited for a moving violation and a vehicle was towed from the scene or an injury was treated away from the scene until he/she has been tested or 8 hours have passed, whichever occurs first.

Any employee who is tested and found to have an alcohol concentration of anything other than 0.00, shall be removed from the position until his/her next regularly scheduled duty period, but not less than 24 hours following administration of the test. Any employee found to have violated this requirement may be disciplined in accordance with the provisions of the applicable collective bargaining agreement, District policy, and/or law.

If a driver has an alcohol concentration of anything other than 0.00, or has engaged in prohibited alcohol or controlled substance use, he/she will be removed from driving duties, and referred to a substance abuse professional. The employee may be required to complete a treatment program and/or be disciplined pursuant to District policy and/or collective bargaining agreement. No driver who has abused controlled substances and/or alcohol may return to duty unless he/she has successfully passed a required return to duty test. However, the District reserves the right to suspend the driver pending abuse clearance. Thereafter, the driver will be subject to follow-up testing.

Should the District receive a dilute test result in which the creatinine concentration is greater than 5mg/dL in the case of any pre-employment, return-to-duty, follow-up, reasonable suspicion, or random test, it is the policy of the District that the individual shall be re-tested and that re-test will become the test of record.

The Superintendent of Schools shall provide a copy of this policy, the District's policy on misuse of alcohol and use of controlled substances, information on alcohol and drug abuse and treatment resources and any other information prescribed by federal regulations to all school bus drivers and other appropriate personnel prior to the initiation of the testing program and to each driver subsequently hired or transferred to a position subject to testing.

Omnibus Transportation Employee Testing Act of 1991 (Public Law 102-143) 49 United States Code (USC)

Sections 31136 and 31306

49 Code of Federal Regulations (CFR) Parts 40, 172, 382, 383, 391, 392 and 395

Personnel

**SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT PERSONNEL**

The Board recognizes its obligation to adopt a code of ethics setting forth the standards of conduct required of all Board members, district officers and employees under the provisions of the General Municipal Law. Therefore, every Board member, officer and employee of the district, whether paid or unpaid, shall adhere to the following code of ethics.

**Statutory Conflicts of Interest**

It is a conflict of interest for a Board member, officer or employee to benefit personally from contracts made in their official capacity.

- “Contract” is defined broadly to include any claim or demand against the district or account or agreement with the district, whether expressed or implied which exceeds the sum of \$750.00 in any fiscal year.
- An “interest” is defined as a direct or indirect benefit that runs to the employee as a result of a contract with the district.

No Board member, officer or employee shall have an “interest” (i.e., receive a direct or indirect benefit as the result of a contract with the district) in:

1. a firm, partnership or association in which he/she is a member or employee;
2. a corporation in which he/she is an officer, director or employee;
3. a corporation in which he/she, directly or indirectly, owns or controls 5% or more of the stock;
4. a contract between the district and his/her spouse, minor child or dependents, except for an employment contract between the school district, a spouse, minor child or dependent of a Board member authorized by §800(3) of the General Municipal Law or §3016 of the Education Law.

**Standards of Conduct**

The following rules and standards of conduct apply to all officers, including Board members and employees of the District.

**Gifts**

No person may directly or indirectly solicit, accept, or receive any gift having a value of seventy-five dollars (\$75) or more under circumstances in which it could reasonably be inferred that the gift was intended or expected to influence the individual in the performance of his or her official duties or was intended as a reward for any official action on the part of the individual. This prohibition applies to any gift, including money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form.

(Continued)

**SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT  
PERSONNEL (Cont'd.)**

**Confidential Information**

No person may disclose confidential information acquired by him or her in the course of his or her official duties or use this information to further his or her personal interests.

**Representing Others in Matters Before the District**

No person may receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the District. Likewise, no one may receive, or enter into any agreement, express or implied, for compensation for services rendered in relation to any matter before the District, where the individual's compensation is contingent upon any action by the District with respect to the matter.

**Disclosure of Interest in Contracts and Resolutions**

Any District officer or employee who has, will have, or later acquires an interest in or whose spouse has, will have or later acquires an interest in any actual or proposed contract, purchase agreement, lease agreement, or other agreement, including oral agreements, with the District must publicly disclose the nature and extent of that interest in writing. The disclosure must be made when the officer or employee first acquires knowledge of the actual or prospective interest, and must be filed with the person's immediate supervisor and the Board. Any written disclosure will be made part of and included in the official minutes of the relevant Board meeting.

**Investments in conflict with official duties**

No person may invest or hold any investment directly or indirectly in any financial, business, commercial, or other private transaction, that creates a conflict with his or her official duties, or that would otherwise impair his or her independence of judgment in the exercise or performance of his or her official powers or duties.

**Private employment**

No person may engage in, solicit, negotiate for, or promise to accept private employment or render services for private interests when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.

**Future employment**

No person may, after the termination of service or employment with the District, appear before the District on behalf of his or her employer in relation to any case, proceeding, or application in which he or she personally participated during the period of his or her service or

**SUBJECT: CODE OF ETHICS FOR BOARD MEMBERS AND ALL DISTRICT  
PERSONNEL (Cont'd.)**

employment with the District or which was under his or her active consideration while he or she was with the District.

**Involvement with Charitable Organizations**

A Board member, officer or employee may be involved as a volunteer, officer or employee in a charitable organization which has a relationship with the District. If a Board member is a board member, officer or employee of the charitable organization the Board member must disclose such relationship in writing to the District, and the Board member must recuse himself or herself from any discussions or votes relating to the charitable organization which may come before the Board. When participating in the activities of the charitable organization, the Board member, officer or employee shall not disclose any confidential information learned in the course of his or her official duties or use such information to further personal interests. Additionally, the Board member, officer or employee shall not make representations on behalf of the district unless specifically authorized to do so by the Board.

**Notice of Code of Ethics and General Municipal Law Article 18**

The Superintendent of Schools shall cause a copy of this Code of Ethics to be distributed to every member of the Board, every officer and employee of the school district. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. In addition, the Superintendent shall also be responsible for a copy of Article 18 of the General Municipal Law being kept posted in each public building under the district's jurisdiction in a place conspicuous to the district's officers and employees.

Education Law Section 410  
General Municipal Law Article 18 and §§800-809  
2CFR 200.318(c)(1)

**SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY**

The Naples Central School District is an equal opportunity employer and does not discriminate against any employee or applicant for employment in its programs and activities on the basis of race, color, national origin, sex, disability, or age. Further, the District does not discriminate on the basis of religion or creed, sexual orientation, military status, genetic status, marital status, domestic violence victim status, criminal arrest or conviction record, or any other basis prohibited by state or federal non-discrimination laws.

**Investigation of Complaints and Grievances**

The School District will act to promptly, thoroughly, and equitably investigate all complaints, whether verbal or written, of discrimination, and will promptly take appropriate action to protect individuals from further discrimination. All such complaints will be handled in a manner consistent with the District's policies, procedures, and/or regulations regarding the investigation of discrimination and harassment complaints.

**Prohibition of Retaliatory Behavior**

The Board prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participated in the investigation of a complaint of discrimination. Complaints of retaliation may be directed to the Civil Rights Compliance Officer. In the event the Civil Rights Compliance Officer is the alleged offender, the report will be directed to another Civil Rights Compliance Officer, if the District has designated another individual to serve in such a capacity, or to the Superintendent.

Where appropriate, follow-up inquiries will be made to verify that discrimination has not resumed and that all those involved in the investigation of the discrimination have not suffered retaliation.

Age Discrimination in Employment Act, 29 United States Code (USC) Section 621  
Americans With Disabilities Act, 42 United States Code (USC) Section 12101 et seq.  
Genetic Information Non-Discrimination Act of 2008 (GINA) Public Law 110-233  
Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq.  
Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000d et seq.  
Title VII of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000e et seq.  
Title IX of the Education Amendments of 1972, 20 United States Code (USC) Section 1681 et seq.  
Civil Rights Law Section 40-c  
Civil Service Law Section 75-B  
Executive Law Section 290 et seq.  
Military Law Sections 242 and 243



Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE**

The District is committed to maintaining discrimination-free work environment. Sexual harassment is one form of workplace discrimination. This policy addresses sexual harassment in the workplace and is one component of the District's commitment to a discrimination-free work environment. The District will provide this policy to all employees in writing. The District will post the policy prominently throughout the District to the extent practicable.

Sexual harassment is a form of employee misconduct, a violation of District policy, and unlawful. Employees of every level who engage in sexual harassment, including supervisory personnel who engage in sexual harassment, who knowingly allow such behavior to continue, or fail to report suspected sexual harassment will be subject to remedial and/or disciplinary action by the District. Sexual harassment may also subject the District to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability.

This policy applies to all instances of sexual harassment perpetrated against a "covered person," regardless of immigration status, by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student. For purposes of this policy, a "covered person" includes:

- a) Employees;
- b) Applicants for employment;
- c) Paid or unpaid interns; and
- d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace.

Sexual harassment in the workplace can occur between any individuals, regardless of their sex or gender. Unlawful sexual harassment is not limited to the physical workplace itself. Sexual harassment can occur on school grounds, school buses or District vehicles, and at school-sponsored events, programs, or activities, including those that take place at locations off school premises. It can also occur while employees are traveling for District business. Calls, texts, emails, and social media usage can constitute unlawful workplace harassment, even if they occur away from school grounds, on personal devices, or during non-work hours.

While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity or expression, familial status, predisposing genetic characteristics, and criminal history. With the exception of involving the Title IX officer and applicable Title IX regulations, the procedures for addressing alleged harassment on the basis of any of these protected classes will be the same the procedures noted herein for sexual harassment.

(Continued)

Personnel

**SUBJECT: SEXUAL HARASSMENT OF DISTRICT PERSONNEL (Cont'd.)**

**What Constitutes Sexual Harassment**

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

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- a) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- b) Such conduct is made either explicitly or implicitly a term or condition of employment; or
- c) Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any covered person who feels harassed should report the conduct so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

**Examples of Sexual Harassment**

The following describes some actions that may constitute unlawful sexual harassment and that are strictly prohibited:

- a) Physical acts of a sexual nature, such as:

(Continued)

Personnel

**SUBJECT: SEXUAL HARASSMENT OF DISTRICT PERSONNEL (Cont'd.)**

1. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another person's body or poking another person's body; and
  2. Rape, sexual battery, molestation or attempts to commit these assaults.
- b) Unwanted sexual advances or propositions, such as:
1. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; and
  2. Subtle or obvious pressure for unwelcome sexual activities.
- c) Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- d) Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- e) Sexual or discriminatory displays or publications anywhere in the workplace, such as pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:
1. Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  2. Sabotaging an individual's work; and
  3. Bullying, yelling, or name-calling.

**Prohibition of Retaliatory Behavior (Whistle-Blower Protection)**

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

(Continued)

Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

The District prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of a complaint of sexual harassment. Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- a) Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- b) Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- c) Opposed sexual harassment by making a verbal or informal complaint of harassment to a supervisor, building principal, other administrator, or the Civil Rights Compliance Officer (CRCO);
- d) Reported that another employee has been sexually harassed; or
- e) Encouraged a fellow employee to report harassment.

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

**Reporting Sexual Harassment**

Preventing sexual harassment is everyone's responsibility. The District cannot prevent or remedy sexual harassment unless it knows about it. Any covered person who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, building principal, other administrator, or the CRCO. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is posted on the District website, and all covered persons are encouraged to use this complaint form. Persons who are reporting sexual harassment on behalf of another person should use the complaint form and note that it is being submitted on another person's behalf.

Any person who believes they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

(Continued)

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

**Supervisory Responsibilities**

All supervisors, building principals, and other administrators who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the CRCO. In the event the CRCO is the alleged harasser, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity.

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

Supervisors, building principals, and other administrators will also be subject to discipline for engaging in any retaliation.

**Investigating Complaints**

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible, in consultation with the Title IX officer and in accordance with any applicable Title IX rules/regulations. The investigation will be kept confidential to the extent possible. Disclosure may, however, be necessary to complete a thorough investigation of the charges and/or notify law enforcement officials. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, and in accordance with any applicable collective bargaining agreements to protect their rights to a fair and impartial investigation.

The District will not tolerate retaliation against anyone who files complaints, supports another's complaint, or participates in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- a) Upon receipt of a complaint, the CRCO will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. In the event that the CRCO is the alleged harasser, the complaint will be directed to another CRCO or District designee for investigation.

(Continued)

Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

- b) If a complaint is verbal, encourage the individual to complete the complaint form, which is available on the District website, in writing. If he or she refuses, prepare a complaint form based on the verbal reporting.
- c) If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.
- d) Request and review all relevant documents, including all electronic communications.
- e) Interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.
- f) Create written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - 1. A list of all documents reviewed, along with a detailed summary of relevant documents;
  - 2. A list of names of those interviewed, along with a detailed summary of their statements;
  - 3. A timeline of events;
  - 4. A summary of prior relevant incidents, reported or unreported; and
  - 5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- g) Keep the written documentation and associated documents in a secure and confidential location.
- h) Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- i) Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

If an investigation reveals that discrimination or harassment has occurred, the District will take immediate corrective action as warranted. This action will be taken in accordance with applicable laws and regulations, as well as any and all relevant codes of conduct, District policies and administrative regulations, collective bargaining agreements, and/or third-party contracts.

(Continued)

Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

**Annual Training**

The District will provide a sexual harassment prevention training program to all employees on an annual basis. The training will be interactive and will include:

- a) An explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- b) Examples of conduct that would constitute unlawful sexual harassment;
- c) Information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment;
- d) Information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- e) Information addressing conduct by supervisors and any additional responsibilities for such supervisors.

**Legal Protections and External Remedies**

Sexual harassment is not only prohibited by the District but is also prohibited by state, federal, and, where applicable, local law.

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

In addition to those outlined below, individuals may have additional legal protections.

**State Human Rights Law (HRL)**

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects covered persons, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

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

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

(Continued)

Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

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

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

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

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

**Civil Rights Act of 1964**

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

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

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

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

(Continued)



Personnel

**SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)**

### Title IX

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex in any federally funded education program or activity. The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments of 1972.

For more information about how to file a complaint, contact OCR at 800-421-3481 (TDD 800-877-8339) or visit: <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>. The website contains information about filing the complaint online, by mail, or by email.

### Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

### Local Police Department

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

Title VII of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000e et seq.  
Title IX of the Education Amendments of 1972, 20 United States Code (USC) Section 1681 et seq.  
29 Code of Federal Regulations (CFR) Section 1604.11(a)  
34 Code of Federal Regulations (CFR) Subtitle B, Chapter 1  
Civil Service Law Section 75-B  
Executive Law Article 15  
Labor Law § 201-g

**SUBJECT: SAFETY OF STUDENTS (FINGERPRINTING CLEARANCE OF NEW HIRES)**

Unless otherwise authorized, the District will not employ or utilize a prospective school employee unless the prospective school employee has been granted "full" clearance for employment by the State Education Department (SED). The District will require a prospective school employee who is not in the SED criminal history file database to undergo a fingerprint supported criminal history background check. "Criminal history record" means a record of all criminal convictions and any pending criminal charges maintained on an individual by the Division of Criminal Justice Services (DCJS) and the Federal Bureau of Investigation. The District will obtain the applicant's consent to the criminal history records search. The District will request clearance for employment, view information regarding an applicant's status, and enter hire or termination dates through SED's Web-based application known as TEACH.

**Safety of Students**

The District will provide for the safety of students who have contact with an employee holding conditional appointment or emergency conditional appointment. This will include the safety of students in the classroom, attending off-campus activities under the supervision of the District, and participating in extracurricular and/or co-curricular activities (including athletic activities).

Other safety considerations will include supervision of the employee holding conditional appointment or emergency conditional appointment as determined appropriate by the applicable building or program administrator.

Correction Law Article 23-A

Education Law Sections 305(30), 305(33), 1604, 1709, 1804, 1950, 2503, 2554, 2590-h, 2854, 3004-b, 3004-c and 3035

Executive Law Section 296(16)

Social Services Law Article 5, Title 9-B

8 New York Code of Rules and Regulations (NYCRR) Sections 80-1.11 and Part 87

**SUBJECT: FAMILY AND MEDICAL LEAVE ACT**

The Board of Education, in accordance with the Family and Medical Leave Act of 1993 (FMLA), gives "eligible" employees of the District the right to take unpaid leave for a period of up to twelve (12) work weeks in a twelve-month period as determined by the District. The District will compute the twelve-month period according to the following time frame: a "rolling" twelve-month period will be used that is measured backward from the date an employee uses any FMLA leave.

Employees are "eligible" if they are employed by the District in a full or part-time capacity as a 10-month; 11-month; or 12-month regular employee, and have been employed with the District for at least twelve (12) months.

Eligible employees may be granted leave for one (1) or more of the following reasons:

- a) The birth of a child and care for the infant;
- b) Adoption of a child and care for the infant;
- c) The placement with the employee of a child in foster care;
- d) To care for a spouse, child or parent who has a serious health condition as defined by the FMLA;
- e) A serious health condition of the employee, as defined by the FMLA, that prevents the employee from performing his/her job.
- f) Eligible employees with a spouse, son, daughter, or parent on covered active-duty status in the Armed Forces (including National Guard or Reserves) may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a family member who is a covered service member during a single 12-month period.

An employee on FMLA leave is also entitled to have health benefits maintained while on leave. If an employee was paying all or part of the premium payments prior to leave, the employee will continue to pay his/her share during the leave period.

In most instances, an employee has a right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.

(Continued)

**SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)**

The Board of Education has a right to thirty (30) days advance notice from the employee where practicable. If not practicable, the employee will provide as much notice as is possible under the circumstances. In addition, the Board will require an employee to submit certification from a health care provider to substantiate that the leave is due to the serious health condition of the employee or the employee's immediate family member. Failure to comply with these requirements may result in the denial of FMLA leave. The Board will also require that an employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition. The Board of Education has the right to deny restoration to employment if the employee does not furnish the certificate of fitness.

A notice which explains the FMLA's provisions and provides information concerning the procedures for filing complaints of violations of the FMLA shall be posted in each school building.

Administration is directed to develop regulations to implement this policy, informing employees of their rights and responsibilities under the FMLA.

**Concurrent (Substitute) Leave**

Employees must use applicable and available paid leave concurrently with periods of unpaid FMLA leave.

Family and Medical Leave Act of 1993, Public Law 103-3, 29 Code of Federal Regulations (CFR) Part 825

## **SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE POLICY**

### **Statement of Overall Objectives**

School attendance is both a right and a responsibility. The Naples Central School District is an active partner with students and parents in the task of helping all students to meet or exceed the New York State Learning Standards. The District recognizes that consistent school attendance, academic success, and school completion have a positive correlation, and therefore has developed, and, if necessary, will revise this Comprehensive Student Attendance Policy to meet the following objectives:

- a) To increase school completion for all students;
- b) To raise student achievement and close gaps in student performance;
- c) To identify attendance patterns in order to design attendance improvement efforts;
- d) To know the whereabouts of every student for safety and other reasons;
- e) To verify that individual students are complying with education laws relating to compulsory attendance;
- f) To determine the District's average daily attendance for State aid purposes.

### **Description of Strategies to Meet Objectives**

The School District will:

- a) Create and maintain a positive school building culture by fostering a positive physical and psychological environment where the presence of strong adult role models encourages respectful and nurturing interactions between adults and students. This positive school culture is aimed at encouraging a high level of student bonding to the school, which in turn should lead to increased attendance.
- b) Develop a Comprehensive Student Attendance Policy based upon the recommendations of a multifaceted District Policy Development Team that includes representation from the Board of Education, administrators, teachers, students, parents and the community. The District will hold at least one public hearing prior to the adoption of this collaboratively developed Comprehensive Student Attendance Policy.
- c) Maintain accurate recordkeeping via a Register of Attendance to record attendance, absence, tardiness or early departure of each student.
- d) Utilize data analysis systems for tracking individual student attendance and individual and group trends in student attendance problems.
- e) Develop early intervention strategies to improve school attendance for all students.

(Continued)

**SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE POLICY (Cont'd.)**

**Determination of Excused and Unexcused Absences, Tardiness and Early Departures**

Based upon our District's education and community needs, values and priorities, the School District has determined that absences, tardiness and early departures will be considered excused or unexcused according to the following standards.

- a) **Excused:** An absence, tardiness or early departure may be excused if due to personal illness, illness or death in the family, impassable roads due to inclement weather, religious observance, quarantine, required court appearances, attendance at health clinics, approved college visits, approved cooperative work programs, military obligations or other such reasons as may be approved by the Board of Education.
- b) **Unexcused:** An absence, tardiness or early departure is considered unexcused if the reason for the lack of attendance does not fall into the above categories (e.g., family vacation, hunting, babysitting, haircut, obtaining learner's permit, road test, oversleeping).

**Student Attendance Recordkeeping/Data Collection**

The record of each student's presence, absence, tardiness and early departure shall be kept in a register of attendance in a manner consistent with Commissioner's Regulations. An absence, tardiness or early departure will be entered as "excused" or "unexcused" along with the District code for the reason.

Attendance shall be taken and recorded in accordance with the following:

- a) For students in non-departmentalized kindergarten through grade eight (i.e., self-contained classrooms and supervised group movement to other scheduled school activities such as physical education in the gym, assembly, etc.), such student's presence or absence shall be recorded after the taking of attendance once per school day, provided that students are not dismissed from school grounds during a lunch period. Where students are dismissed for lunch, their presence or absence shall also be recorded after the taking of attendance a second time upon the student's return from lunch. For purposes of APPR and Teacher-Student Data Linkages (TSDL), classroom attendance for all students K-12 must be recorded on a subject by subject basis for Teacher of Record Determinations.
- b) For students in grades 9 through 12 or in departmentalized schools at any grade level (i.e., students pass individually to different classes throughout the day), each student's presence or absence shall be recorded after the taking of attendance in each period of scheduled instruction.

(Continued)

**SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE POLICY (Cont'd.)**

- c) Any absence for a school day or portion thereof shall be recorded as excused or unexcused in accordance with the standards articulated in this policy.
- d) In the event that a student at any instructional level from grades K through 12 arrives late for or departs early from scheduled instruction, such tardiness or early departure shall be recorded as excused or unexcused in accordance with the standards articulated in this policy.

A record shall be kept of each scheduled day of instruction during which the school is closed for all or part of the day because of extraordinary circumstances including adverse weather conditions, impairment of heating facilities, insufficiency of water supply, shortage of fuel, destruction of or damage to a school building, or such other cause as may be found satisfactory to the Commissioner of Education.

Attendance records shall also indicate the date when a student withdraws from enrollment or is dropped from enrollment in accordance with Education Law Section 3202(1-a).

At the conclusion of each class period or school day, all attendance information shall be compiled and provided to the designated school personnel who are responsible for attendance. The nature of the absence, tardiness or early departure shall be coded on a student's record in accordance with the established District/building procedures.

**Student Attendance/Course Credit**

The District believes that classroom participation is related to and affects a student's performance and grasp of the subject matter and, as such, is properly reflected in a student's final grade. For purposes of this policy, classroom participation means that a student is in class and prepared to work.

Consequently, for each marking period a certain percentage of a student's final grade will be based on classroom participation as well as the student's performance on homework, tests, papers, projects, etc. as determined by the building administrator and/or classroom teacher.

Students are expected to attend all scheduled classes. Consistent with the importance of classroom participation, unexcused student absences, tardiness, and early departures will affect a student's grade, including credit for classroom participation, for the marking period.

At the middle school/senior high school level, any student with an excessive number of absences will be identified, counseled and possibly fail to receive credit for the course. Each student will be looked at on an individual basis with the intent on making the student academically successful. It is District policy that students with properly excused absences, tardiness and early departures for which the student has performed any assigned make-up work, assignments and/or tests shall not be counted

(Continued)

Students

**SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE POLICY (Cont'd.)**

as an absence for the purpose of determining the student's eligibility for course credit. District procedures will specify how student tardiness and early departures will be calculated and factored into the District's minimum attendance standard.

However, where a student earns a passing grade, credit will not be denied for the course(s).

For summer school and courses meeting 1/2 year or 1/4 year, the same policy will apply and a calculation of the absences will be prorated accordingly.

Transfer students and students re-enrolling after having dropped out will be expected to attend a prorated minimum number of the scheduled class meetings during their time of enrollment.

Students will be considered in attendance if the student is:

- a) Physically present in the classroom or working under the direction of the classroom teacher during the class scheduled meeting time; or
- b) Working pursuant to an approved independent study program; or
- c) Receiving approved alternative instruction.

Students who are absent from class due to their participation in a school sponsored activity are to arrange with their teachers to make up any work missed in a timely manner as determined by the student's teacher. Attendance at school sponsored events where instruction is substantially equivalent to the instruction which was missed shall be counted as the equivalent of regular attendance in class.

Upon returning to school following a properly excused absence, tardiness or early departure, it shall be the responsibility of the student to consult with his/her teacher(s) regarding arrangements to make up missed work, assignments and/or tests in accordance with the time schedule specified by the teacher.

**Notice of Minimum Attendance Standard/Intervention Strategies Prior to the Denial of Course Credit**

In order to inform parents/persons in parental relation and students of the District's policy regarding minimum attendance and course credit, and the implementation of specific intervention strategies to be employed **prior to the denial of course credit to the student for insufficient attendance**, the following guidelines shall be followed:

- a) Copies of the District's Comprehensive Student Attendance Policy will be mailed to parents/persons in parental relation and provided to students at the beginning of each school year or at the time of enrollment in the District.
- b) School newsletters and publications will include periodic reminders of the components of the District's Comprehensive Student Attendance Policy. Copies of the Attendance Policy will also be included in parent/student handbooks.

(Continued)



Students

**SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE POLICY (Cont'd.)**

- c) At periodic intervals, a designated staff member(s) will notify, by telephone, the parent/person in parental relation of the student's absence, tardiness, or early departure and explain the relationship of the student's attendance to his/her ability to receive course credit. If the parent/person in parental relation cannot be reached by telephone, a letter shall be sent detailing this information.
- d) A designated staff member will review the District's Attendance Policy with students who have excessive and/or unexcused absences, tardiness or early departures. Further, appropriate student support services/personnel within the District, as well as the possible collaboration/referral to community support services and agencies, will be implemented prior to the denial of course credit for insufficient attendance by the student.

**Notice of Students who are Absent, Tardy or Depart Early Without Proper Excuse**

A designated staff member shall notify by telephone the parent/person in parental relation to a student who is absent, tardy or departs early without proper excuse. The staff member shall explain the District's Comprehensive Student Attendance Policy, the District's/building level intervention procedures, and, if appropriate, the relationship between student attendance and course credit. If the parent/person in parental relation cannot be reached by telephone, the staff member will provide such notification by mail. Further, the District's Attendance Policy will be mailed to the parent/person in parental relation to promote awareness and compliance with the policy.

If deemed necessary by appropriate school officials, or if requested by the parent/person in parental relation, a school conference shall be scheduled between the parent/person in parental relation and appropriate staff members in order to address the student's attendance. The student may also be requested to attend this conference in order to address appropriate intervention strategies that best meet the needs of the student.

**Attendance Incentives**

In order to encourage student attendance, the District will develop and implement grade-appropriate/building-level strategies and programs including, but not limited to:

- a) Attendance honor rolls to be posted in prominent places in District buildings and included in District newsletters and, with parent/person in parental relation consent, in community publications;
- b) Monthly drawings for prizes at each grade level to reward perfect attendance;
- c) Special events (e.g., assemblies, guest speakers, field days) scheduled on days that historically have high absenteeism (e.g., Mondays, Fridays, day before vacation);
- d) Grade-level rewards at each building for best attendance;

(Continued)

Students

**SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE POLICY (Cont'd.)**

- e) Classroom acknowledgment of the importance of good attendance (e.g., individual certificates, recognition chart, bulletin boards);
- f) Annual poster/essay contest on importance of good attendance;
- g) Assemblies collaboratively developed and promoted by student council, administration, PTA/PTO and other community groups to promote good attendance.

**Disciplinary Consequences**

Unexcused absences, tardiness and early departures will result in disciplinary sanctions as described in the District's Code of Conduct. Consequences may include, but are not limited to, in-school suspension, detention and denial of participation in interscholastic and extracurricular activities. Parents/persons in parental relation will be notified by designated District personnel at periodic intervals to discuss their child's absences, tardiness or early departures and the importance of class attendance and appropriate interventions. Individual buildings/grade levels will address procedures to implement the notification process to the parent/person in parental relation.

**Intervention Strategy Process**

In order to effectively intervene when an identified pattern of unexcused absences, tardiness or early departures occur, designated District personnel will pursue the following:

- a) Identify specific element(s) of the pattern (e.g., grade level, building, time frame, type of unexcused absences, tardiness or early departures);
- b) Contact the District staff most closely associated with the element. In specific cases where the pattern involves an individual student, the student and parent/person in parental relation will be contacted;
- c) Discuss strategies to directly intervene with specific element;
- d) Recommend intervention to Superintendent or his/her designee if it relates to change in District policy or procedure;
- e) Implement changes, as approved by appropriate administration;
- f) Utilize appropriate District and/or community resources to address and help remediate student unexcused absences, tardiness or early departures;
- g) Monitor and report short and long term effects of intervention.

(Continued)

**SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE POLICY (Cont'd.)**

**Appeal Process**

A parent/person in parental relation may request a building level review of their child's attendance record.

**Building Review of Attendance Records**

The Building Principal will work in conjunction with the building attendance clerk and other designated staff in reviewing attendance records at the end of each term. This review is conducted to identify individual and group attendance patterns and to initiate appropriate action to address the problem of unexcused absences, tardiness and early departures.

**Annual Review by the Board of Education**

The Board of Education shall annually review the building level student attendance records and if such records show a decline in student attendance, the Board shall make any revisions to the Policy and plan deemed necessary to improve student attendance.

**Community Awareness**

The Naples Central School Board of Education shall promote necessary community awareness of the District's Comprehensive Student Attendance Policy by:

- a) Providing a plain language summary of the policy to parents or persons in parental relation to students at the beginning of each school year and promoting the understanding of such a policy to students and their parents/persons in parental relation;
- b) Providing each teacher, at the beginning of the school year or upon employment, with a copy of the policy; and
- c) Providing copies of the policy to any other member of the community upon request.

# **Naples Central School District**

## ***Information on the Comprehensive Student Attendance Policy***

**Policy # 7110 (<http://www.naples.k12.nv.us/district.cfm?subpage=1532492>)**

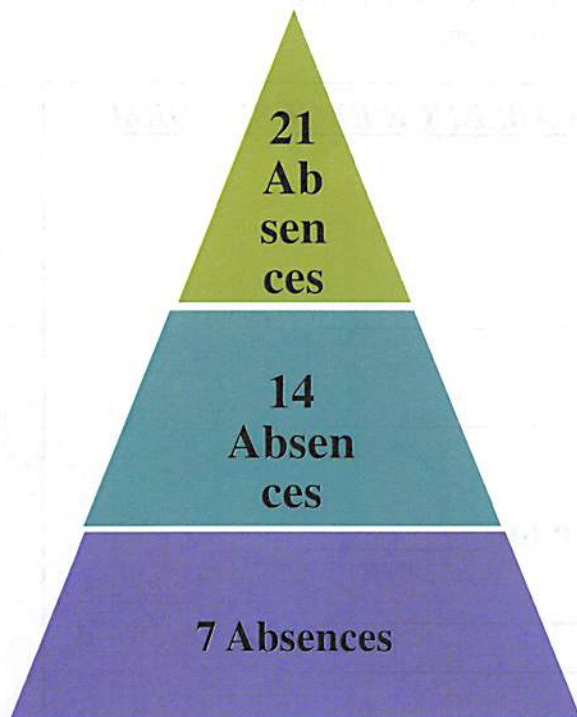
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### ***Why does the Naples Central School District have an Attendance Policy?***

Research shows that in order for students to achieve academic success, consistent attendance is essential. Because school attendance is both a right as well as a responsibility, the Naples Central School District has adopted a Comprehensive Student Attendance Policy to meet the following objectives:

- a) To increase school completion for all students;
- b) To raise student achievement and close gaps in student performance;
- c) To identify attendance patterns in order to design attendance improvement efforts;
- d) To know the whereabouts of every student for safety and other reasons;
- e) To verify that individual students are complying with education laws relating to compulsory attendance;
- f) To determine the District's average daily attendance for State aid purposes.

### ***What interventions will be used to be consistent in student attendance?***



- Written notification to parents
- Possible denial of course credit
- Involvement of social service organizations for educational neglect

- Written notification to parents
- Meeting with student, parent, and building principal
- Student case manager is assigned to develop specific goals
- Detention or Mandatory 9<sup>th</sup> Periods assigned

- Written notification to parents
- Meeting with student to discuss Naples Attendance Policy

*How do I know if an absence is “excused” or “unexcused”?*

a) **Excused:** An absence, tardiness or early departure may be excused if due to personal illness, illness or death in the family, impassable roads due to inclement weather, religious observance, quarantine, required court appearances, attendance at health clinics, approved college visits, approved cooperative work programs, military obligations or other such reasons as may be approved by the Board of Education.

b) **Unexcused:** An absence, tardiness or early departure is considered unexcused if the reason for the lack of attendance does not fall into the above categories (e.g., family vacation, hunting, babysitting, hair cut, obtaining learner's permit, road test, oversleeping).

*How will I know how many days of school my student has missed?*

Letters indicating a student's total number of absences will be sent to parents at 7, 14, and 21 days. Attendance and tardiness will be reported as part of a student's quarterly report cards and can always be accessed through the Parental Access Support System (PASS), found under “Quick Links” on the Naples website. If you have lost your student's PASS ID or PIN, please contact the High School Main Office at 585-374-7905.

*How do I report a student absence?*

A student is expected to be in attendance each day school is in session. When a student returns from an absence, they must provide the attendance clerk a written parental or guardian note explaining why the absence occurred. In some cases, a parent or legal guardian may be notified to validate the excuse.

A high number of absences due to severe medical conditions should be reported directly to the principal. Please feel free to use the form below to report a student absence.

**NAPLES CENTRAL SCHOOL ATTENDANCE ABSENCE EXCUSE FORM**

**Date:** \_\_\_\_\_

**Student:** \_\_\_\_\_

**From:** \_\_\_\_\_  
(Print Parent/Guardian's Name)

**-is returning to school after an absence on** \_\_\_\_\_  
(Date)

**Due to:** \_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE** \_\_\_\_\_



## Students

**SUBJECT: EDUCATION OF STUDENTS IN TEMPORARY HOUSING****IDENTIFICATION OF STUDENTS IN TEMPORARY HOUSING<sup>1</sup>**

Under the federal McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act of 2015 (ESSA) and Education Law Section §3209, as amended in 2017, all districts are obligated to affirmatively identify all students in temporary housing. Therefore, it is the policy of Naples CSD to determine whether there are students in temporary housing within the District by using a housing questionnaire to determine the nighttime residence of all newly enrolled students and all students whose address changes during the school year. Not all students in temporary housing can be identified through social service agencies or shelters, as children may be sharing the housing of other persons, such as family or friends, due to loss of housing, economic hardship, or other similar reason. For this reason, Naples CSD uses a housing questionnaire that asks for a description of the current living arrangements of the child or youth in order to determine whether the child or youth meets the definition of a homeless child under the McKinney-Vento Homeless Education Assistance Act (42 U.S.C. § 11434A(2)) (“McKinney-Vento”) and Education Law § 3209(1)(a).<sup>2</sup>

In addition to using the housing questionnaire, Naples CSD will also contact our local department of social services (<https://otda.ny.gov/workingfamilies/dss.asp>) to identify students in temporary housing, as well as the local runaway and homeless youth shelter (<http://ocfs.ny.gov/main/Youth/rhydirectory.asp>), and any other shelters located within the District boundaries to ensure all students in temporary housing are properly identified and served.

**DEFINITION OF HOMELESS CHILD AND UNACCOMPANIED YOUTH**

Pursuant to McKinney-Vento 42 USC § 11434A(2), Education Law § 3209(1)(a), and 8 NYCRR § 100.2(x)(1)(iii) a homeless child is defined as:

- (1) a child or youth who lacks a fixed, regular, and adequate nighttime residence, including a child or youth who is:
  - (i) sharing the housing of other persons due to loss of housing, economic hardship or similar reason (sometimes referred to as “doubled-up”);
  - (ii) living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
  - (iii) abandoned in hospitals;
  - or
  - (iv) a migratory child as defined in subsection two of section thirteen hundred nine of the Elementary and Secondary Education Act of 1965, as amended by the Every Student

<sup>1</sup> The terms “homeless child” and “student in temporary housing” are used interchangeably throughout this sample policy.

<sup>2</sup> NYSED’s sample Housing Questionnaire can be found here: <http://nysteachs.org/info-topic/eligibility.htm>

- Succeeds Act of 2015, who qualifies as homeless under any of the provisions of clauses (i) through (iii) of this subparagraph or subparagraph two of this paragraph;
- (v) an unaccompanied youth, as defined in section seven hundred twenty-five of subtitle B of title VII of the McKinney-Vento Homeless Assistance Act; or
- (2) a child or youth who has a primary nighttime location that is:
- (i) a supervised publicly or privately operated shelter designed to provide temporary living accommodations including, but not limited to, shelters operated or approved by the state or local department of social services, and residential programs for runaway and homeless youth established pursuant to article nineteen-H of the executive law; or
  - (ii) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a child or youth who is living in a car, park, public space, abandoned building, substandard housing, bus or train stations or similar setting.

An unaccompanied youth is defined as a homeless youth who is not in the physical custody of a parent or guardian. *42 USC § 11434A(6); 8 NYCRR §100.2(x)(1)(iii)(6)*

#### **DUTIES OF THE MANDATED MCKINNEY-VENTO LIAISON**

Every District, regardless of whether it receives a McKinney-Vento subgrant, is required to designate a local liaison for homeless children and youth (known as the “McKinney-Vento liaison”). The McKinney-Vento liaison for Naples CSD serves as one of the primary contacts between families experiencing homelessness and school staff, district personnel, shelter workers, and other service providers. The McKinney-Vento liaison coordinates services to ensure that homeless children and youth enroll in school and have the opportunity to succeed.

The Naples CSD’s McKinney-Vento liaison must ensure that:

1. Students in temporary housing are identified by school personnel and through coordination activities with other entities and agencies;
2. Students in temporary housing enroll in, and have full and equal opportunity to succeed in, the schools of Naples CSD;
3. Students in temporary housing and their families receive educational services for which they are eligible, including Head Start programs administered by an District, Early Head Start, early intervention services under part C of the Individuals with Disabilities Education Act (20 U.S.C. 1431 et seq), and other preschool programs administered by the District.
4. Students and parents in temporary housing receive referrals to health care services, dental services, mental health and substance abuse services, housing services and other appropriate services;
5. Parents or guardians of students in temporary housing are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
6. Parents and guardians of students in temporary housing, and unaccompanied youth, are fully informed of all transportation services, including transportation to and from the school district of origin and are assisted in accessing transportation services;
7. Disputes regarding eligibility, school selection, enrollment and/or transportation are mediated in accordance with the requirements of McKinney-Vento, Section 3209 of the Education Law, and Section 100.2(x)(7)(ii) of the Regulations of the Commissioner of Education;
8. Assistance in commencing an appeal pursuant to Education Law §310 of a final determination regarding eligibility, enrollment, school selection and/or transportation is provided to the students in temporary housing’s parent or guardian or the unaccompanied youth in accordance with the provisions of 8 NYCRR §100.2(x)(7)(iii)(c);



9. Public notice of the educational rights of students in temporary housing is posted in locations where such students receive services, such as schools, shelters, public libraries, and soup kitchens, in a manner and form understandable to the parents and guardians of students in temporary housing, and unaccompanied youth; A record is maintained of all appeals of enrollment, school selection and transportation; and
10. School personnel providing services to students in temporary housing receive professional development and other support; and
11. Unaccompanied youths—
  - a. are enrolled in school;
  - b. have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth, including receiving credit for full or partial coursework earned in a prior school pursuant to Commissioner's regulations, and
  - c. are informed of their status as independent students under section 480 of the Higher Education Act of 1965 (20 U.S.C. 1087vv) and that the youths may obtain assistance from the local educational agency liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid described in section 483 of such Act (20 U.S.C. 1090).
12. School personnel, service providers, advocates working with students in temporary housing, parents and guardians of students in temporary housing, and students in temporary housing are informed of the duties of the McKinney-Vento liaison.

*42 USC §11432(g)(6)(A)-(B); 8 NYCRR §100.2(x)(7)(iii)(a)*

## **SCHOOL OF ORIGIN**

School of origin is:

- The public school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including a preschool or a charter school;
- The designated receiving school at the next grade level for all feeder schools for a student in temporary housing who completes the final grade level served by the school of origin; and
- The public school or preschool in which such child would have been entitled or eligible to attend based on such child's last residence before the circumstances arose which caused such child to become homeless if the child becomes homeless after such child is eligible to apply, register, or enroll in the public preschool or kindergarten or if the child is living with a school-age sibling who attends school in the school district of origin.

*42 USC §11432(g)(3)(G); NY Education Law §3209(1)(i)*

Feeder school means:

- a preschool whose students are entitled to attend a specified elementary school or group of elementary schools upon completion of that preschool; or
- a school whose students are entitled to attend a specified elementary, middle, intermediate, or high school or group of specified elementary, middle, intermediate, or high schools upon completion of the terminal grade of such school; or
- a school that sends its students to a receiving school in a neighboring school district.

*NY Education Law §3209(1)(f)*

Receiving school means:

- a school that enrolls students from a specified or group of preschools, elementary schools, middle schools, intermediate schools, or high schools; or
- a school that enrolls students from a feeder school in a neighboring local educational agency.

*NY Education Law §3209(1)(h)*

Preschool means a publicly funded prekindergarten program or a Head Start program administered by Naples CSD and/or services under the Individuals with Disabilities Education Act administered by Naples CSD.

### **SCHOOL AND SCHOOL DISTRICT DESIGNATIONS**

Naples CSD understands that the “designator” makes an initial decision about which school and school district a student in temporary housing will attend. A designator is:

- the parent or person in parental relation (guardian) to a student in temporary housing; or
- the student in temporary housing, together with the McKinney-Vento liaison, in the case of an unaccompanied youth; or
- the director of a residential program for runaway and homeless youth, in consultation with the student in temporary housing, where such student is living in such program.

*See, NY Education Law §3209(1)(b); 8 NYCRR §100.2(x)(1)(i)*

Naples CSD will ask the designator to designate one of the following as the school district of attendance:

- **School district of current location** - the public school district within the State of New York in which the hotel, motel, shelter or other temporary housing arrangement of a student in temporary housing or the residential program for runaway and homeless youth is located, which is different than the school district of origin.
- **School district of origin** - the public school district within the State of New York in which the student in temporary housing was attending a public school on a tuition-free basis or was entitled to attend when circumstances arose that caused such child to become homeless which is different from the school district of current location. The school district of origin also includes the school district in the state of New York in which the child was residing when circumstances arose which caused such child to become homeless if such child was eligible to apply, register, or enroll in public preschool or kindergarten at the time such child became homeless, or the homeless child has a sibling who attends a school in the school district in which the child was residing when circumstances arose which caused such child to become homeless.
- **School district participating in a regional placement plan** - a regional placement plan is a comprehensive regional approach to the provision of educational placements for homeless children, which must be approved by the Commissioner of Education.

Naples CSD will also ask the designator to designate one of the following as the school where a student in temporary housing seeks to attend:

- the school of origin; or
- any school that permanently housed children and youth who live in the attendance area in which the child or youth is actually living are eligible to attend, including a preschool.

**Please note:** Students can maintain enrollment in the school of origin for the duration of homelessness and through the end of the school year in which the student becomes permanently housed. The student may be able to remain in the school of origin for one additional year, if the year constitutes the student’s terminal year in such school building.

*42 USC §11432(g)(3)(A); NY Education Law §§3209(1)-(2); 8 NYCRR §§100.2 (x)(1)-(2)*

### **DESIGNATION/STAC 202 FORM**

Naples CSD will identify all students in temporary housing, and a designation form will be completed by the designator for all such students and any other student who claims homelessness. Designations must be made on the STAC 202 form provided by the Commissioner. A copy of the form is available at [http://www.nysteachs.org/media/INF\\_SED\\_STAC202\\_Form.pdf](http://www.nysteachs.org/media/INF_SED_STAC202_Form.pdf).

- The appropriate designator must complete the designation form. Naples CSD makes designation forms available to a student in temporary housing who seeks admission to school or to the parent or person in parental relation who seeks to enroll such child in school.
- Where a parent or person in parental relation or a child who is neither placed in a temporary housing facility by the local department of social services nor housed in a residential program for runaway homeless youth, designates Naples CSD as the school district of current location, Naples CSD will forward to the State Education Department a completed designation form and a statement of the basis for its determination that the child is a homeless child entitled to attend the schools of the district.

*NY Education Law §3209(2)(e); 8 NYCRR §100.2(x)(3)*

### **UPON RECEIPT OF THE DESIGNATION/STAC 202 FORM: IMMEDIATE ENROLLMENT AND BEST INTEREST DETERMINATIONS**

Upon identification of a child who is in temporary housing and/or receipt of a completed designation form, Naples CSD will:

- immediately review the designation form to assure that it has been completed and admit the student in temporary housing even if the child or youth is unable to produce records normally required for enrollment, such as previous academic records, medical records, immunization records, proof of residency or other documentation and even if the child or youth has missed application deadlines;
- determine whether the designation made by the designator is consistent with the best interests of the student in temporary housing. In making best interests decisions Naples CSD will:
  - presume that keeping the child in the school of origin is in the child's best interest, except when doing so is contrary to the wishes of the parent or guardian (or youth in the case of an unaccompanied youth); and
  - consider student-centered factors such as the effect of mobility on student achievement, education, health, and safety of the child, giving priority to the wishes of the child's parent or guardian (or the youth, if a homeless unaccompanied youth). If the Naples CSD determines that it is in the best interest of the student in temporary housing to attend a school other than the school of origin or the designated school, Naples CSD shall provide the parent or guardian (or youth, if an unaccompanied youth) with a written explanation of its determination, including information about the right to appeal. (*See Dispute Resolution Process*).

*42 USC §11432(g)(3)(B); NY Education Law §3209(2)(f)(3); 8 NYCRR § 100.2(x)(7)(ii).*

- provide the child with access to all of Naples CSD's programs, activities and services to the same extent as they are provided to resident students;
- immediately contact the school district where the child's records are located in order to obtain a copy of such records and coordinate the transmittal of records for students with disabilities pursuant to section 200.4(e)(8)(iii) of the Commissioner's regulations;
- immediately refer the parent or guardian of the student in temporary housing to the McKinney-Vento liaison who must assist in obtaining necessary immunizations or immunization or medical records if the child or youth needs to obtain immunizations or immunization or medical records;
- forward the STAC 202 form to the Commissioner and the school district of origin, where applicable. In all cases, the Naples CSD will give a copy of the completed STAC 202 to the designator and keep a copy of the STAC 202 form for the District's records.

*42 USC §§11432(g)(3)(C)&(g)(4); NY Education Law §3209(2); 8 NYCRR §100.2(x)(4)*

### **UPON RECEIPT OF A REQUEST FOR RECORDS**



Within five days of receipt of a request for school records from a new school, Naples CSD will forward, in a manner consistent with state and federal law, a complete copy of the student in temporary housing's records, including, but not limited to, proof of age, academic records, evaluations, immunization records, and guardianship papers, if applicable. NY Education Law §3209(2)(g); 8 NYCRR §100.2(x)(5)

### **TUITION REIMBURSEMENT**

Naples CSD is eligible to request reimbursement from the State Education Department for the direct costs of educational services to students in temporary housing that are not otherwise reimbursed under special federal programs, when:

- the district is either the school district of current location or a school district participating in a regional placement plan,
- the district is designated as the school district of attendance, and
- the school district of origin for the student in temporary housing is within New York State.

All claims for reimbursement will be made on the STAC 202 form prescribed by the Commissioner of the State Education Department.

*NY Education Law §3209(3)(a)*

In addition, Naples CSD is eligible for reimbursement for the direct costs of educational services, including transportation costs for students who continue enrollment in Naples CSD schools after finding permanent housing midyear in a different school district within New York State. In such cases, Naples CSD will directly bill the new district where the student permanently resides for all direct costs of educational services, including transportation, that are not otherwise reimbursed under special federal programs.

*NY Education Law §3209(4)(i); NYS Field Memo, September 26, 2013 (available at: [http://nysteachs.org/media/STACGuidance\\_Final\\_9-26-13.pdf](http://nysteachs.org/media/STACGuidance_Final_9-26-13.pdf))*

### **TRANSPORTATION RESPONSIBILITIES**

- A social services district is responsible for providing transportation to students in temporary housing, including preschool students and students with disabilities who are eligible for benefits under Social Services Law §350-j and placed in temporary housing arrangements outside their designated districts. Where the social services district requests that Naples CSD provide or arrange for transportation for a student in temporary housing in the circumstances above, Naples CSD shall provide or arrange for the transportation and directly bill the social services district so that the district will be fully and promptly reimbursed for the cost of the transportation. *NY Education Law §3209(4)(a)*
- If Naples CSD is the designated school district of attendance, Naples CSD shall provide for the transportation of each student in temporary housing who is living in a residential program for runaway and homeless youth, including if such temporary housing is located outside the school district. The costs for transportation for each student in temporary housing who lives in a residential program for runaway youth and homeless youth located outside of the designated school district will be reimbursed by the State Education Department, to the extent funds are provided for such purpose, with the submission of a Runaway and Homeless Youth Act Transportation Program Form. Where Naples CSD provides transportation for a student living in an Runaway and Homeless Youth ("RHY") facility, the district will promptly request reimbursement using the Runaway and Homeless Youth Act Transportation Form, which is available from the Homeless Education Program Office (518-473-0295) and online at [www.nysteachs.org](http://www.nysteachs.org). *NY Education Law §3209(4)(b)*
- Naples CSD will transport any student in temporary housing to their school of origin, including preschools and charter schools, where it is the designated district of attendance and the student in temporary housing is not entitled to receive transportation from the Department of Social Services. *NY Education Law §3209(4)(c); 8 NYCRR §100.2(x)(6)(iv)*

- When Naples CSD is designated as the school district of current location for a student in temporary housing and the student does not attend the school of origin, Naples CSD will provide transportation on the same basis as it is provided to resident students, unless the local transportation policy represents a barrier to the student's attendance in school. *NY Education Law §§3209(4)(d) & (6)(b); 8 NYCRR §100.2(x)(6)(iii)*
- If the student in temporary housing designates Naples CSD as the school district of attendance, transportation will not exceed 50 miles each way, unless the Commissioner of the State Education Department determines that it is in the best interest of the child. *NY Education Law §3209(4)(c); 8 NYCRR §100.2(x)(6)(ii)*
- Where Naples CSD is designated as the school district of attendance and it has recommended the student in temporary housing attend a summer educational program, such district of attendance will provide transportation services to students in temporary housing for summer educational programs if the lack of transportation poses a barrier to the student's participation in the program. *NY Education Law §3209(4)(e); 8 NYCRR §100.2(x)(6)(v)*
- Where Naples CSD is designated as the school district of attendance, it will provide transportation services to students in temporary housing for extracurricular or academic activities when:
  - The student participates in or would like to participate in an extracurricular or academic activity, including an after-school activity, at the school; and
  - The student meets the eligibility criteria for the activity; and
  - The lack of transportation poses a barrier to the student's participation in the activity. *NY Education Law §3209(4)(f); 8 NYCRR §100.2(x)(6)(vi)*
- Where Naples CSD is designated as the school district of attendance, it will provide transportation as described above for the duration of homelessness, unless the social services district is responsible for providing transportation. After the student becomes permanently housed, Naples CSD will provide transportation to the school of origin until the end of the school year and for one additional year if that year constitutes the child's terminal year in the school building. *NY Education Law §3209(4)(i); 8 NYCRR §100.2(x)(6)(iv)*

## **DISPUTE RESOLUTION PROCESS**

Naples CSD has established the following procedures for the prompt resolution of disputes regarding school selection or enrollment of a homeless child or youth:

- Naples CSD will provide a written explanation, including a statement regarding the right to appeal, to the parent or guardian of a student in temporary housing, or to an unaccompanied youth if Naples CSD determines that Naples CSD is not required to either enroll and/or transport such child or youth to the school of origin or a school requested by the parent or guardian or unaccompanied youth, or if there is a disagreement about a child's or youth's status as a homeless child or unaccompanied youth. The written explanation will be in a manner and form understandable to such parent, guardian, or unaccompanied youth and will include a statement regarding the McKinney-Vento liaison's availability to help the parent, guardian, or unaccompanied youth with any appeal and the contact information for the liaison.
- Naples CSD will immediately enroll the student in the school in which enrollment is sought by the parent or guardian or unaccompanied youth, provide transportation to the school, and will delay for 30 days the implementation of a final determination to decline to either enroll in and/or transport the student in temporary housing to the school of origin or a school requested by the parent or guardian or unaccompanied youth.
- If the parent or guardian of a student in temporary housing or unaccompanied youth commences an appeal to the Commissioner within 30 days of such final determination, the student will be permitted to continue to attend the school he or she is enrolled in at the time of the appeal and/or receive transportation to that school pending the resolution of all available appeals.

*42 USC §§11432(g)(3)(B) & (E); NY Education Law §3209(5); 8 NYCRR §100.2(x)(7)(ii)*



## **MCKINNEY-VENTO LIAISON'S DISPUTE RESOLUTION RESPONSIBILITIES**

Naples CSD's McKinney-Vento liaison must assist the student in temporary housing's parent or guardian or unaccompanied youth in bringing an appeal to the Commissioner under Education Law §310 of a final school district decision regarding enrollment, school selection and/or transportation. In the event of a dispute regarding eligibility, enrollment, school selection, and/or transportation, Naples CSD's McKinney-Vento liaison will:

- provide the parent or guardian or unaccompanied youth with a copy of the form petition, which is available at: <http://www.counsel.nysed.gov/appeals/homelessForms>;
- assist the parent or guardian or unaccompanied youth in completing the form petition;
- arrange for the copying of the form petition and supporting documents for the parent or guardian or unaccompanied youth, without cost to the parent or guardian or unaccompanied youth;
- accept service of the form petition and supporting papers on behalf of any school district employee or officer named as a party or the school district if it is named as a party or arrange for service by mail by mailing the form petition and supporting documents to any school district employee or officer named as a party and, if the school district is named as a party, to a person in the office of the superintendent who has been designated by the board of education to accept service on behalf of the school district;
- provide the parent or guardian or unaccompanied youth with a signed and dated acknowledgment verifying that the McKinney-Vento liaison has received the form petition and supporting documents and will either accept service of these documents on behalf of the school district employee or officer or school district or effect service by mail by mailing the form petition and supporting documents to any school district employee or officer named as a party and, if the school district is named as a party, to a person in the office of the superintendent who has been designated by the board of education to accept service on behalf of the school district;
- transmit on behalf of the parent or guardian or unaccompanied youth, within five days after the service of, the form petition or any pleading or paper to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234;
- provide the parent or guardian or unaccompanied youth with a signed and dated acknowledgement verifying that the McKinney-Vento liaison has received the form petition and supporting documents and will transmit these documents on behalf of the parent, guardian or unaccompanied youth to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234;
- accept service of any subsequent pleadings or papers, including any correspondence related to the appeal, if the parent or guardian or unaccompanied youth so elects. The liaison must also make such correspondence available to the parent or guardian or unaccompanied youth; and
- maintain a record of all appeals of enrollment, school selection, and transportation determinations.

*42 USC §11432(g)(3)(E)(iii); 8 NYCRR §100.2(x)(7)(iii)(c)*

## **COORDINATION**

- Naples CSD will coordinate the provision of services described above with local social services agencies, housing providers and other agencies or programs providing services to students in temporary housing and their families, including services and programs funded under the Runaway and Homeless Youth Act.
- Naples CSD will coordinate with other school districts on inter-district issues, such as transportation or transfer of school records.

- Naples CSD will coordinate implementation of the above provision of services with the requirements of the Individuals with Disabilities Education Act (IDEA) for students with disabilities.

*42 USC §11432(g)(5); 8 NYCRR §100.2(x)(7)(iv)*

## **COORDINATION WITH TITLE I**

Naples CSD acknowledges that students in temporary housing are eligible for services under Title I, Part A, whether or not they live in a Title I school attendance area or meet the academic requirements required of other children. Naples CSD will ensure that:

- Title I, Part A funds are set aside as are necessary to provide students in temporary housing, who may have unique needs that differ from their permanently housed peers, with educationally related support services;
- Its local plan includes a description of how the plan is coordinated with McKinney-Vento;
- Its local plan describes the services provided to students in temporary housing;
- Its local plan describes the efforts it made to identify students in temporary housing, including unaccompanied youth, if Naples CSD reports that there are no students in temporary housing enrolled in the District. Such efforts will include contacting the local department of social services or Office of Children and Family Services (OCFS) to verify that there are no students in temporary housing in the District; and
- Its housing questionnaire asks about the living arrangements of the child or unaccompanied youth, including asking if he or she is living in a shelter; with relatives or others due to loss of housing or economic hardship; in an abandoned apartment/building; in a motel/hotel, camping ground, car, train/bus station or other similar situation due to the lack of alternative, adequate housing. Documentation of the District's efforts to identify students in temporary housing will be maintained on file and a copy of the housing questionnaire that asks the above questions will also be kept on file.

*20 USC §§6312(b)(6) & 6313(c)(3)*

## **REPORTING**

Naples CSD will collect and transmit to the Commissioner, at such time and in such manner as the Commissioner may require, reports containing such information as the Commissioner determines is necessary, including the numbers of homeless students, their grade, and their nighttime residence.

*NY Education Law §3209(6)(c); 8 NYCRR §100.2(x)(7)(v)*

## **ACCESS TO FREE MEALS**

Naples CSD will provide free meals to all children identified as homeless. They do not have to complete a free or reduced-price meal application. When the McKinney-Vento liaison or a shelter director provides a child's name to the Naples CSD's school food service office, free school meals will commence immediately.

*42 USC §§1758(b)(5) & (b)(12)(A)*

## **REMOVAL OF BARRIERS**

Naples CSD will review and revise local policies that may act as barriers to the identification of students in temporary housing and their enrollment and retention in school, including barriers to enrollment and retention due to outstanding fees or fines, or absences.

*42 USC §§11432(g)(1)(I)&(g)(7)(A); NY Education Law §3209(6)(b)*



### **COMPARABLE SERVICES**

Naples CSD will provide services to students in temporary housing comparable to those offered to other students in the district, including transportation services; educational services for which the child or youth meets the relevant eligibility criteria, such as services provided under Title I or similar State or local programs; educational programs for students with disabilities; educational programs for English learners; programs in career and technical education; programs for gifted and talented students; and school nutrition programs.

42 USC §11432(g)(4); NY Education Law §3209(9)

### **PRIVACY OF STUDENT INFORMATION**

Information about a student in temporary housing's living situation shall be treated as a student education record and shall not be deemed to be directory information under the Family Educational Rights and Privacy Act (FERPA). A parent/guardian or homeless unaccompanied youth may consent to the release of a student's address information in the same way they would for other student education records under FERPA.

Questions about this policy or the protections available to students in temporary housing can be directed to the McKinney-Vento Liaison: (*Insert Liaison's name and contact information here*). Questions can also be directed to NYS-TEACHS at (800) 388-2014 or the State Education Department at (518) 473-0295.

McKinney-Vento Homeless Education Assistance Act, as reauthorized by the [Every Student Succeeds Act \(ESSA\)](#), 42 United States Code (USC) Section 11431 et seq.

Education Law Section 902(b) and 3209

Executive Law Article 19-H

8 New York Code of Rules and Regulations (NYCRR) Section 100.2(x)

NOTE: Refer also to Policy #7511: Immunization of Students



Students

**SUBJECT: STUDENT EVALUATION, PROMOTION AND PLACEMENT**

**Grade Promotion and Placement**

Grade promotion and the placement of students within the District's instructional system shall be at the discretion of the school administration and shall be subject to review at any time. In making such decisions, the administrator or Building Principal will be guided by performance in class; past records, including various measures of student growth; parent and persons in parental relation and teacher recommendations; and any other appropriate sources of information. With regard to student placement decisions, parents and persons in parental relation to student may submit written requests for teacher attributes that would best serve their child's learning needs; however, requests for specific teachers will not be honored.

Students will normally progress annually from grade to grade when, in the judgment of the District's professional staff, it is in the best educational interest of the student involved. The final decision to promote a student rests with the school administration.

The District requires remediation as a condition of promotion to the next grade level for any student identified by the District as failing to master skills and competencies established for that grade level.

**Promotion and Retention**

The procedures to be followed by the staff regarding promotion and retention will be developed by the Superintendent and will be continually evaluated. Building Principals may establish written standards for promotion or retention within the school units to which the students are assigned, subject to the guidelines of the Superintendent and the approval of the Board of Education.

Retention may be considered when, in the judgment of the professional staff, it is in the best educational interest of the student involved. Parents/guardians will receive prior notification and explanation concerning the retention, however, the final decision will rest with the school administration. A student may be retained at his or her current grade level when:

- a. in the opinion of the professional staff the student has failed to demonstrate proficiency in math and reading;
- b. in the opinion of the professional staff, the student failed to achieve the instructional objectives set forth at the current grade level that are requisite for success at the succeeding grade level;
- c. the student scored below proficiency level on state-mandated tests.

The Superintendent shall develop procedures for promotion and retention of students that:

- a. require the recommendation of the relevant staff members for promotion, placement, or retention;

Students

**SUBJECT: STUDENT EVALUATION, PROMOTION AND PLACEMENT (Cont'd.)**

- b. require that parents are informed in advance of the possibility of retention of a student at a grade level;
- c. every effort will be made to remediate the student's difficulties before s/he is retained;
- d. assign to the building principal the final responsibility for determining the promotion, placement, or retention of each student;
- e. provide parents the opportunity to request the promotion, placement, or retention of their child;
- f. provide parents the opportunity to appeal the decision about their child's promotion, placement, or retention.
- g. provide annual notice to parents of students attending the district of its promotion and placement policy with an explanation of how the policy was developed. The annual notice may be provided on the District's website or as part of an existing informational document provided to parents.

**Testing Program**

The Naples Central School District utilizes various ability, achievement, diagnostic, readiness, interest and guidance tests for the purpose of complying with state and federal law and/or aiding the implementation of quality educational services. The District will not make any student promotion or placement decisions based solely or primarily on student performance on the state administered English language arts and mathematics assessments for grades 3 through 8. The District may, however, consider student performance on such state assessments in making student promotion and placement decisions provided that multiple measures be used in addition to such assessments and that such assessments do not constitute the major factor in such determinations.

**Reporting to Parents and Persons in Parental Relation to Students**

Parents, guardians, and/or persons in parental relation to District students shall receive an appropriate report of student progress at regular intervals.

The District will not place or include on a student's official transcript or maintain in a student's permanent record any individual student score on a state administered standardized English language arts or mathematics assessment for grades 3 through 8. However, the District will comply with state and federal requirements regarding the maintenance and transfer of student test scores. Any test results on a state administered standardized English language arts or mathematics assessment for grades 3 through 8 sent to parents or persons in parental relation to a student shall include a clear and conspicuous notice that such results will not be included on the student's official transcript or in the student's permanent record and are being provided to the student and parents for diagnostic purposes.

When necessary, attempts will be made to provide interpreters for non-English speaking parents, guardians, and/or persons in parental relation to District students.

Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq.  
Education Law Sections 305(45) – (47), 1709(3)

8 New York Code of Rules and Regulations (NYCRR) Sections: 100.2(g), 100.2(II), 100.3(b)(2)(iv),  
100.4(b)(2)(v), 100.46(6)

8 New York Code of Rules and Regulations (NYCRR) Sections: 117 and 154

**SUBJECT: PROVISION OF INTERPRETER SERVICES TO PARENTS WHO ARE HEARING IMPAIRED**

The District will provide interpreter services (at no charge) when sufficient notice is given by parents or persons in parental relation who are hearing impaired for school meetings or activities related to their child's educational program. Notice of the need for an interpreter will be considered sufficient if a written request for the service has been submitted to the District and received no less than five (5) school days prior to the scheduled meeting or activity. If an interpreter is unavailable, the District will make other reasonable arrangements which are satisfactory to the parents (e.g., note taker, transcription, decoder, or telecommunication device for the deaf).

Education Law Section 3230

8 New York Code of Rules and Regulations (NYCRR) Section 100.2(aa)

Students

**SUBJECT: RESPONSE TO INTERVENTION (RTI) PROCESS**

For students suspected of having a potential learning disability, the District will provide appropriate RTI services pursuant to Commissioner's Regulations prior to a referral to the Committee on Special Education (CSE) for evaluation.

**Minimum Requirements of District's RTI Program**

The District's RTI process shall include the following minimum requirements:

- a) Scientific, research-based instruction in reading and mathematics provided to all students in the general education class by qualified personnel. Instruction in reading, per Commissioner's Regulations, shall mean scientific, research-based reading programs that include explicit and systematic instruction in phonemic awareness, phonics, vocabulary development, reading fluency (including oral reading skills) and reading comprehension strategies;
- b) Screenings shall be provided to all students in the class to identify those students who are not making academic progress at expected rates; ; assessments will include curriculum-based measures, Measures of Academic Progress (Grades 3-10), New York State Assessments (Grades 3-12), Report Cards, Teacher Recommendations;
- c) Scientific, research-based instruction matched to student need with increasingly intensive levels of targeted interventions for those students who do not make satisfactory progress in their levels of performance and/or in their rate of learning to meet age or grade level standards;
- d) Repeated assessments of student achievement which should include curriculum based measures to determine if interventions are resulting in student progress toward age or grade level standards;
- e) RTI Data Teams will be responsible for the review of information about the student's response to intervention and academic growth. This information will be used to make educational decisions about changes in goals, services, instructional strategies and/or other supports/services.; and

(Continued)

Students

**SUBJECT: RESPONSE TO INTERVENTION (RTI) PROCESS (Cont'd.)**

- f) Written notification to the parents when the student requires an intervention beyond that provided to all students in the general education classroom that provides information about:
  - 1. The amount and nature of student performance data that will be collected and the general education services that will be provided as enumerated in Commissioner's Regulations;
  - 2. Strategies for increasing the student's rate of learning; and
  - 3. The parents' right to request an evaluation for special education programs and/or services.

**Structure of Response to Intervention Program**

The District's RTI program will consist of multiple tiers of instruction/assessments to address increasingly intensive levels of targeted intervention to promote early identification of student performance needs and/or rate of learning, and to help raise achievement levels for all students.

(Continued)

Students

**SUBJECT: RESPONSE TO INTERVENTION (RTI) PROCESS (Cont'd.)**

**Types of Interventions**

The District will provide multiple tiers of increasingly intensive levels of targeted intervention and instruction for those students who do not make satisfactory progress in their levels of performance and/or in their rate of learning to meet age or grade level standards.

It is expected that use of the Tier Level of instruction will be specific to each student's needs and will be an ongoing process, with students entering and exiting tiers of intervention according to the analysis of student performance data and progress monitoring.

**Tier One Instruction**

Tier One instruction is provided to all students in the general education setting. The use of scientific, research based instruction in the areas of reading and math will be provided by the general education teacher and/or other qualified personnel as appropriate, and will emphasize proactive, preventative core instructional strategies in the classroom setting. Group and/or individualized instruction, assessment and reinforcement activities will be provided as deemed appropriate by the classroom teacher.

The analysis of Tier One student performance data will be used to identify those students who need additional intervention at the Tier Two Level of instruction.

**Tier Two Instruction**

In general, Tier Two instruction will consist of small group, targeted interventions for those students identified as being "at risk" who fail to make adequate progress in the general education classroom. Tier Two instruction will include programs and intervention strategies designed to supplement Tier One interventions provided to all students in the general education setting.

Tier Two instruction may be provided by specialized staff such as reading and math teachers, tutors, speech therapists, school psychologists and/or school counselors as determined by the Student Support Team.

At the conclusion of Tier Two instruction, the Student Support Team will review the student's progress and make a determination as to whether Tier Two interventions should be maintained; the student returned to the general education classroom if satisfactory progress is shown; or referred for Tier Three instruction.

(Continued)

Students

**SUBJECT: RESPONSE TO INTERVENTION (RTI) PROCESS (Cont'd.)**

**Tier Three Instruction**

Tier Three instruction is the provision of more intensive instructional interventions, tailored to the needs of the individual student; and is provided to those students who do not achieve adequate progress after receiving interventions at the Tier Two level. Tier Three instruction may include longer periods of intervention program and services than those provided in the first two Tiers based upon the significant needs of the student.

Tier Three instruction will be provided by those specialists, as determined by the Student Support Team, best qualified to address the individual student's targeted area(s) of need. If deemed appropriate by the Team, and in accordance with applicable law and regulation, a referral of the student may be made to the Committee on Special Education.

Progress monitoring on a continuous basis is an integral part of Tier Three; and the student's response to the intervention process will determine the need/level of further intervention services and/or educational placement.

**Amount and Nature of Student Performance Data to be Collected**

The Student Support Team will determine the amount and nature of student performance data that will be collected to assess, on an ongoing basis, student performance results and address ongoing academic needs as warranted. Such data collection will reflect the Tier Level of intervention provided to the student. Student performance data will also be used to review the District's RTI program and make modifications to the program as deemed necessary.

**Manner and Frequency for Progress Monitoring**

The Student Support Team shall monitor the progress of those students receiving intervention services beyond that provided to all students in the general education classroom. The Team shall meet with the student's teacher(s) and will determine if further adjustments need to be made to the student's current instructional program and/or a change made to the Tier Level of intervention provided. Monitoring of student progress shall be an ongoing part of the RTI program from the initial screening to completion of the RTI process as applicable. Parents may also request that the progress of their child be reviewed by the Student Support Team.

Fidelity measures (e.g., an observational checklist of designated teaching behaviors in accordance with the RTI process being implemented) will also be completed by Team members to assess whether the intervention was implemented as intended and uniformly applied. Clear benchmarks will be established for student performance and performance charts will be plotted at the completion of the instructional period/intervention process.

(Continued)



Students

**SUBJECT: RESPONSE TO INTERVENTION (RTI) PROCESS (Cont'd.)**

**CSE Referral**

If a student has not made adequate progress after being provided Tier Three instruction after an appropriate period of time, the RTI Data Team, through one of its designated members, shall initiate a referral to the Chairperson of the CSE for an individual evaluation of the student and determination of eligibility for special education programs and services. The CSE Chairperson shall promptly request parental consent to evaluate upon receipt of the referral.

**Staff Development**

All staff members involved in the development, provision and/or assessment of the District's RTI program, including both general education and special education instructional personnel, shall receive appropriate training necessary to implement the District's RTI program. Staff development will include the criteria for determining the levels of intervention provided to students, the types of interventions, collection of student performance data, and the manner and frequency for monitoring progress, and criteria for referring the student for evaluation for special education services.

**Parent Notification**

Written notification shall be provided to parents when their child requires an intervention beyond that provided to all students in the general education classroom. Such written notice shall include the following information:

- a) The amount and nature of student performance data that will be collected and the general education services that will be provided as part of the RTI process; and
- b) Strategies for increasing the child's rate of learning.

34 Code of Federal Regulations (CFR) Sections 300.309 and 300.311  
Education Law Sections 3208, 4002, 4401, 4401-a, 4402, 4402, and 4410  
8 New York Code of Rules and Regulations (NYCRR) Sections 100.2(ii), 200.2(b)(7), 200.4(a), 200.4(j)(3)(i),  
and 200.4(j)(5)(i)(g)

## Students

**SUBJECT: PARTICIPATION IN GRADUATION CEREMONIES AND ACTIVITIES**

The Board of Education will establish the date for graduation ceremonies, while the administration will determine the place and program details, including attire. Academic and other awards and scholarships may be presented along with diplomas.

Participation in the graduation ceremony and related activities will be predicated on satisfactory completion of all graduation requirements, or as otherwise described in this policy. Exceptions may be made under extraordinary circumstances with the permission of the Superintendent of Schools. A student who has earned either a Career Development and Occupational Studies Commencement Credential (CDOS) or Skills and Achievement Commencement Credential (SACC) by the time his/her ninth-grade cohort reaches graduation may, but is not required to, participate in that graduation ceremony and related activities.

If a student who participates in the graduation ceremony by earning a CDOS or SACC only subsequently meets the requirements for either a Regents or local high school diploma, he/she may participate in the graduation ceremony of that graduating class as well.

A student with a disability who participates in graduation ceremonies by earning only a CDOS or SACC is entitled to continue his/her educational program until the end of school year in which the student turns 21 years old, or until he/she earns a Regents or local high school diploma.

The Superintendent may develop regulations to implement this policy, to be adopted by the Board. The district shall provide annual written notice to all students and their parents/guardians of the requirements of this policy and associated regulations.

Education Law § 3204(4-b)  
8 NYCRR § 100.2(oo)

Students

**SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE**

**Student Records**

The District will comply with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Under its provisions, parents or guardians and noncustodial parent(s) whose rights are not limited by court order or formal agreement, of a student under eighteen (18), or a student who is eighteen (18) years of age or older or who is attending an institution of post-secondary education, have a right to inspect and review any and all education records maintained by the District.

FERPA affords parents and students over 18 years of age certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of a request for access. This includes all official records, files and data that are incorporated into the student's cumulative record.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.
3. The right to consent to disclosures of personally identifiable information contained in the student's educational records except to the extent that FERPA allows.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

In the case of divorced or separated parents, the parent with custody of the student will receive the official school report card. The building principal may release information on student progress to the other parent upon request and determination of legality.

Furthermore, pursuant to applicable law, the District will execute agreements with third-party contractors who collect, process, store, organize, manage or analyze student personally identifiable information (PII) to require that the contractors comply with the law in using appropriate means to safeguard the data.

**Annual Notification**

At the beginning of each school year, the District will publish a notification that informs parents, guardians and students currently in attendance of their rights regarding Education Records under FERPA and New York State Law and the procedures for exercising those rights. A 'Parents' Bill of Rights for Data Privacy and Security' will be posted on the district website and included in any agreements with third-party contractors. The notice and 'Bill of Rights' may be published in a newspaper, handbook or other school bulletin or publication. The notice and 'Bills of Rights will also be provided to parents, guardians, and students who enroll during the school year.

The notice and Parents' Bill of Rights will include a statement that the parent/guardian or eligible student has a right to:

1. inspect and review the student's education records;
2. request that records be amended to so that they are accurate and do not otherwise violate the student's privacy rights;
3. consent to disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent; and
4. file a complaint with the United States Department of Education alleging failure of the district to comply with FERPA and its regulations; and/or file a complaint regarding a possible data breach by a third-party contractor with the district and/or the New York State Education Department's Chief Privacy Officer for failure to comply with state law.

The annual notice and Parents' Bill of Rights will inform parents/guardians and students:

1. that it is the district's policy to disclose personally identifiable information from student records, without consent, to other school officials within the district whom the district has determined to have legitimate educational interests. The notice will define 'school official' and 'legitimate educational interest.'
2. that, upon request, the district will disclose education records without consent to officials of another school district in which a student seeks to or intends to enroll or is actually enrolled.
3. that personally identifiable information will be released to third party authorized representatives for the purposes of educational program audit, evaluation, enforcement or compliance purposes.
4. that the district, at its discretion, releases directory information (see definition below) without prior consent, unless the parent/guardian or eligible student has exercised their right to prohibit release of the information without prior written consent. The district will not sell directory information.
5. that, upon request, the district will disclose a high school student's name, address and telephone number to military recruiters and institutions of higher learning unless the parent or secondary school student exercises their right to prohibit release of the information without prior written consent.
6. of the procedure for exercising the right to inspect, review and request amendment of student records.
7. that the district will provide information as a supplement to the 'Parents' Bill of Rights' about third parties with which the district contracts that use or have access to personally identifiable student data.

The District may also release student education records, or the personally identifiable information contained within, without consent, where permitted under federal law and regulation. A complete list of exceptions to FERPA's prior consent requirements will be included in the Administrative Regulations prepared to implement this policy.

The district shall effectively notify parents, guardians and students who have a primary or home language other than English.

In the absence of the parent or secondary school student exercising their right to opt out of the release of information to the military, the district is required to, under federal law, release the information indicated in number five (5) above.

## **SUBJECT: STUDENT RECORDS: ACCESS AND CHALLENGE (Cont'd.)**

### **Regulations Related to Student Records**

Administrative regulations and procedures will be developed to comply with the provisions of federal law relating to the availability of student records. The purpose of these regulations and procedures is to make available to the parents or guardians of students and noncustodial parent(s) whose rights are not limited by court order or formal agreement, or students who are eighteen (18) years of age or older, or who are attending an institution of post-secondary education, student records, and files on students, and to protect the confidentiality of these records with respect to third parties.

### **Challenge to Student Records**

Parents or guardians of a student under the age of eighteen (18), or a student who is eighteen (18) years of age or older or who is attending an institution of post-secondary education, will have an opportunity for a hearing to challenge the content of the school records and to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy of students, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data.

### **Disclosures to Parents of Eligible Students**

Even after a student has become an "eligible student" under FERPA (which is defined as a student who is eighteen (18) years of age an educational agency or institution may disclose education records to an eligible student's parents, without the student's consent:

- a) If the student is claimed as a dependent for Federal income tax purposes by either parent;
- b) In connection with a health or safety emergency;
- c) If the student is under twenty-one (21) years of age and has violated an institutional rule or policy governing the use of alcohol or a controlled substance; or
- d) If the disclosure falls within any other exception to the consent requirements under FERPA or its Regulations, such as the disclosure of directory information or in compliance with a court order or lawfully issued subpoena.

### **Release of Information to the Noncustodial Parent**

The District may presume that the noncustodial parent has the authority to request information concerning his or her child and release such information upon request. If the custodial parent wishes to limit the noncustodial parent's access to the records, it is his or her responsibility to obtain and present to the school a legally binding instrument that prevents the release of information related to the child.

Family Educational Rights and Privacy Act of 1974, 20 United States Code (USC) Section 1232(g)  
34 Code of Federal Regulations (CFR) Part 99  
Education Law § 2-d

NOTE: Refer also to Policies     #7241: Student Directory Information  
   #7242: Military Recruiters' Access to Secondary School  
   #7243: Student Data Breaches  
   #7643: Transfer Students with Disabilities

Students

**SUBJECT: STUDENT PRIVACY, PARENTAL ACCESS TO INFORMATION, AND  
ADMINISTRATION OF CERTAIN PHYSICAL EXAMINATIONS TO  
MINORS**

This Policy is intended to state and affirm the parental rights afforded by the Protection of Pupil Rights Amendment (PPRA) which governs the administration to students of a survey, analysis, or evaluation that concerns one or more of the following **eight protected areas**:

- a) Political affiliations or beliefs of the student or the student's parent/guardian;
- b) Mental or psychological problems of the student or the student's family;
- c) Sex behavior or attitudes;
- d) Illegal, anti-social, self-incriminating, or demeaning behavior;
- e) Critical appraisals of other individuals with whom respondents have close family relationships;
- f) Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- g) Religious practices, affiliations, or beliefs of the student or student's parent/guardian; or
- h) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

PPRA also concerns marketing surveys and other areas of student privacy, parental access to information, and the administration of certain physical examinations to minors.

**General Provisions**

This Policy, and the statute (PPRA) are not intended to preempt applicable provisions of State law that require parental/guardian notification.

The requirements of PPRA do not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA). Further, PPRA does not supersede any of the requirements of FERPA.

The rights provided to parents/guardians under PPRA transfer from the parent/guardian to the student when the student turns 18 years old or is an emancipated minor under applicable State law.

The School District may use funds provided under Part A of Title V of the Elementary and Secondary Education Act of 1965 to enhance parental/guardian involvement in areas affecting the in-school privacy of students.

**Annual Parental Notification of Policies/"Opt Out" Provisions**

The School District shall provide for reasonable notice of the adoption or continued use of this policy directly to the parents/guardians of students enrolled in the District. At a minimum, the District shall provide such notice at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in this policy.

Further, in the notification, the District shall offer an opportunity for parents/guardians to opt their child out of participation in the following activities:

(Continued)

Students

**SUBJECT: STUDENT PRIVACY, PARENTAL ACCESS TO INFORMATION, AND  
ADMINISTRATION OF CERTAIN PHYSICAL EXAMINATIONS TO  
MINORS (Cont'd.)**

- a) The administration of **any survey** containing one or more of the **eight protected areas**.
  - 1. **U.S. Department of Education-Funded Surveys: Prior written consent from parents must be obtained** before students are required to submit to the survey.
  - 2. **Surveys funded by sources other than U.S. Department of Education:** Notification may indicate the specific or approximate dates during the school year when surveys will be administered and provide an opportunity for the parent to opt his/her child out of participating upon receipt of the notification.
- b) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose).
- c) Any non-emergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student, or of other students.

**Specific Notifications other than Annual Notice**

In the event that the District does not identify the specific or approximate dates of the activities or surveys to be administered in the general annual notification, it shall "directly" notify, such as through U.S. Mail or e-mail, the parents of students who are scheduled to participate in the specific activities or surveys prior to participation and provide an opportunity for the parent to opt his/her child out of participation.

**U.S. Department of Education-Funded Surveys**

In compliance with the Protection of Pupil Rights Amendment (PPRA), the School District is committed to protecting the rights and privacy interests of parents/guardians and students with regard to surveys funded in whole or part by any program administered by the U.S. Department of Education (DOE).

(Continued)

Students

**SUBJECT: STUDENT PRIVACY, PARENTAL ACCESS TO INFORMATION, AND  
ADMINISTRATION OF CERTAIN PHYSICAL EXAMINATIONS TO  
MINORS (Cont'd.)**

The District shall make instructional materials available for inspection by parents/guardians if those materials will be used in connection with a DOE-funded survey, analysis, or evaluation in which their children participate. In addition, the School District **shall obtain prior written parental/guardian consent** before minor students are required to participate in any DOE-funded survey, analysis, or evaluation that reveals information concerning any of the **eight protected areas listed above**.

**Surveys Funded by Sources Other than U.S. Department of Education**

The School District has developed and adopted this Board policy, in consultation with parents/guardians, regarding the following:

- a) The right of the parent/person in parental relation to inspect, upon request, a survey created by a third party (i.e., by a party other than the DOE) before the survey is administered or distributed by the school to a student. Requests by parents/guardians to inspect such surveys are to be submitted, in writing, to the Building Principal at least ten (10) days prior to the administration or distribution of any survey. Further, the District shall grant a request by the parent/guardian for reasonable access to such survey within a reasonable period of time after the request is received by the District.
- b) Arrangements shall be provided by the District to protect student privacy in the event of the administration or distribution of a survey to a student containing one or more of the **eight protected areas**, including the right of the parent/guardian of the student to inspect, upon request, any survey containing one or more of the **eight protected areas**. Such requests must be submitted by the parent/guardian, in writing, to the Building Principal \*at least 10 days prior to the administration or distribution of any survey.
- c) Parents/guardians shall be granted, upon request, reasonable access and the right to inspect instructional materials used as part of the educational curriculum for the student within a reasonable period of time (defined by the School District, for the purposes of this policy, as 30 days) after such request is received by the District. Requests shall be submitted by parents/guardians, in writing, to the Building Principal.

(Continued)



Students

**SUBJECT: STUDENT PRIVACY, PARENTAL ACCESS TO INFORMATION, AND  
ADMINISTRATION OF CERTAIN PHYSICAL EXAMINATIONS TO MINORS  
(Cont'd.)**

- d) The administration of physical examinations or screenings that the School District may administer to a student.

*Further, this law does not apply to any physical examination or screening that is permitted or required by State law, including physical examinations or screenings that are permitted without parental notification.*

In the implementation of this provision regarding the administration of physical examinations or screenings that the school may administer to the student, the School District incorporates by reference Board policies that address student health services, as applicable, including but not limited to policies regarding the administration of medication, immunization of students, and student physicals.

- e) Unless mandated/authorized in accordance with Federal or State law and/or regulation, it is policy of the Board of Education, to **not permit** the collection, disclosure, or use of personal information (the term "*personal information*" is defined as individually identifiable information including a student's or parent/guardian's first and last name; home address; telephone number; or Social Security number) collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose), *unless otherwise exempted pursuant to law as noted below*. Questions regarding the collection, disclosure, or use of personal information collected from students for such marketing purposes may be referred to the school attorney as deemed necessary by the Superintendent/designee.

This law is not intended to preempt applicable provisions of State law that require parental/guardian notification.

**Definitions of Some Terms Used in PPRA & this Policy**

- a. "Instructional material" is that provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in an electronic or digital format (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.
- b. "Invasive physical examination" means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening.
- c. "Personal information" is defined as individually identifiable information including a student's or parent/guardian's first and last name; home address; telephone number; or Social Security number) collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose), unless otherwise exempted pursuant to law.

Family Educational Rights and Privacy Act of 1974, as amended by the No Child Left Behind Act of 2001,  
20 United States Code (USC) Sections 1232h(b) and 1232h(c)  
34 Code of Federal Regulations (CFR) Part 98

NOTE: Refer also to Policies #7121 -- Screening of New School Entrants  
#7243 -- Student Data Breaches  
#7511 -- Immunization of Students  
#7512 -- Student Physicals  
#7513 -- Administration of Medication

## Students

**SUBJECT: WEAPONS IN SCHOOL AND THE GUN-FREE SCHOOLS ACT**

With the exception of those students who receive prior written permission from the Board of Education or its designee, no student may bring in or possess any "firearm" or "weapon" on school property, on a school bus or District vehicle, in school buildings, or at school sponsored activities or settings under the control or supervision of the District regardless of location. Any student who has been found guilty of bringing in or possessing a firearm or weapon in violation of this policy will be disciplined in a manner consistent with State and Federal law and the District's Code of Conduct. Such discipline may include a mandatory suspension for a period of not less than one (1) calendar year for a student who is determined to have violated the Federal Gun-Free Schools Act and its implementing provisions in the New York State Education Law, provided that the Superintendent may modify the suspension requirement on a case-by-case basis.

Students who have brought a "weapon" or "firearm" to school will be referred by the Superintendent to either a presentment agency (the agency or authority responsible for presenting a juvenile delinquency proceeding) or to appropriate law enforcement officials.

For the purposes of this policy, the term "weapon" will be as defined in 18 USC 930(g)(2).

For the purposes of this policy, the term "firearm" will be as defined in 18 USC 921(a).

Students with disabilities continue to be entitled to all rights enumerated in the Individuals with Disabilities Act and Education Law Article 89. This policy shall not be deemed to authorize suspension of students with disabilities in violation of those authorities.

This policy does not diminish the authority of the Board of Education to offer courses in instruction in the safe use of firearms pursuant to Education Law Section 809-a.

Gun-Free Schools Act as reauthorized by the No Child Left Behind Act of 2001, 18 United States Code (USC)  
Section 921(a) and 930  
Criminal Procedure Law Section 1.20(42)  
Education Law Sections 809-a and 3214

NOTE: Refer also to: Policy #3411 – Prohibition of Weapons on School Grounds  
Policy #7313 – Suspension of Students  
*District Code of Conduct*

Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT**

The District takes seriously the obligations of its officers and employees to report cases of child abuse or maltreatment. To this end, regulations will be developed, maintained and disseminated by administration regarding the:

- a) Mandatory reporting of suspected child abuse or maltreatment;
- b) Reporting procedures and obligations of persons required to report;
- c) Provisions for taking a child into protective custody;
- d) Mandatory reporting of deaths;
- e) Immunity from liability and penalties for failure to report;
- f) Obligations for provision of services and procedures necessary to safeguard the life or health of a child; and
- g) Provision of information in recognizing signs of unlawful methamphetamine laboratories for all current and new school officials (i.e., "mandated reporters") who, as part of their usual responsibilities, visit children's homes.

Additionally, an ongoing training program for all current and new school officials will be established and implemented to enable the staff to carry out their reporting responsibilities.

Reporting Information

The District will post the child abuse hotline telephone number and directions for accessing the Office of Children and Family Services (OCFS) website in English and Spanish on its website and in clearly and highly visible areas of school buildings. The District will also make this information available from its administrative offices; provide it to parents and persons in parental relation at least once per school year by electronic communication, sending the information home with students, or otherwise; and provide it to each teacher and administrator. The District may post and provide this information in other, common languages used by the school community.

Persons Required to Report

Persons required to report cases of child abuse or maltreatment to the State Central Register (SCR) in accordance with Social Services Law Section 413(1) include, but are not limited to, school teachers, school guidance counselors, school psychologists, school social workers, school nurses, school administrators or other school personnel required to hold a teaching or administrative license or certificate, and full- or part-time compensated school employees required to hold a temporary coaching license or professional coaching certificate.

(Continued)

Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

All mandated reporters must make the report themselves and then immediately notify the Building Principal or designee. The Building Principal or designee will be responsible for all subsequent administration necessitated by the report. Any report must include the name, title and contact information for every staff member who is believed to have direct knowledge of the allegations in the report.

**Prohibition of Retaliatory Personnel Action**

The District will not take any retaliatory personnel action against an employee because the employee believes that he or she has reasonable cause to suspect that a child is an abused or maltreated child and that employee makes a report to SCR. Further, no school official will impose any conditions, including prior approval or prior notification, upon any staff member specifically designated a mandated reporter.

"Retaliatory personnel action" means the discharge, suspension or demotion of an employee, or other adverse employment action taken against an employee.

**Report Form**

The "**Report of Suspected Child Abuse or Maltreatment**" Form LDSS-2221A may be accessed at the Office of Children and Family Services (OCFS) website.

**Child Abuse in an Educational Setting**

The District is committed to the protection of students in educational settings from abuse and maltreatment by employees or volunteers.

"Child abuse" means any of the following acts committed in an educational setting by an employee or volunteer against a child (defined as a person under the age of 21 years enrolled in a school):

- a) Intentionally or recklessly inflicting physical injury, serious physical injury or death; or
- b) Intentionally or recklessly engaging in conduct which creates a substantial risk of such physical injury, serious physical injury or death; or
- c) Any child sexual abuse, defined as conduct prohibited by Penal Law Articles 130 or 263; or
- d) The commission or attempted commission against a child of the crime of disseminating indecent materials to minors pursuant to Penal Law Article 235.

Administrator or school administrator means a principal, or the equivalent title, in a school, or other chief school officer.

(Continued)

Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

"Educational setting" means the building(s) and grounds of the District; the vehicles provided directly or by contract by the District for the transportation of students to and from school buildings, field trips, co-curricular and extracurricular activities both on and off District grounds; all co-curricular and extracurricular activity sites; and any other location where direct contact between an employee or volunteer and a child has allegedly occurred.

In any case where an oral or written allegation is made to a teacher, school nurse, school counselor, school psychologist, school social worker, school administrator, Board member, or other school personnel required to hold a teaching or administrative license or certificate, as well as a licensed and registered physical therapist licensed and registered occupational therapist, licensed and registered speech-language pathologist, Teacher Aide or school resource officer that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that person will upon receipt of such allegation:

- a) Promptly complete a written report of such allegation including the full name of the child alleged to be abused; the name of the child's parent; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. Such written report will be completed on a form as prescribed by the Commissioner of Education and available at \_\_\_\_\_.
- b) Except where the school administrator is the person receiving the oral or written allegation, the employee completing the written report must promptly *personally deliver* a copy of that written report to the school administrator of the school in which the child abuse allegedly occurred.

In any case where an oral or written allegation is made to a school bus driver employed by a person or entity that contracts with the District to provide transportation services to children that a child has been subjected to child abuse by an employee or volunteer in an educational setting, that school bus driver will upon receipt of the allegation, promptly report or cause a report to be made to his or her supervisor employed by the contracting person or entity.

In any case where an oral or written report or allegation is made to a supervisor who is employed by a person or entity that contracts with the District to provide transportation services to children from a person employed by the contracted person or entity that a child has been subjected to child abuse by an employee or volunteer in an educational setting, the supervisor must, upon receipt of an allegation:

- a) Promptly complete a written report of the allegation including the full name of the child alleged to be abused; the name of the child's parent or guardian; the identity of the person making the allegation and their relationship to the alleged child victim; the name of the employee or volunteer against whom the allegation was made; and a listing of the specific allegations of child abuse in an educational setting. This report must be completed on a form prescribed by the Commissioner.

(Continued)

Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

- b) Ensure that the written report is personally delivered to the Superintendent employed by the school district where the child abuse occurred or, for a school other than a school district or public school, the school administrator employed by the school where the child abuse occurred.

In any case where it is alleged a child was abused by an employee or volunteer of a school other than a school within the District, the report of these allegations will be promptly forwarded to the Superintendent of the District of the Superintendent of the school district where the abuse of the child allegedly occurred. If a case involves a school that is not a school district or public school, the appropriate school administrator or administrators, in addition to any appropriate Superintendent, must be notified of the allegations of abuse.

If it is alleged the child was abused by the Superintendent or administrator, the report of the allegations will be made to the designated Compliance Officer, who can be reached at \_\_\_\_\_.

Any employee, volunteer, or supervisor who is employed by a person or entity that contracts with the District to provide transportation services to children who reasonably and in good faith makes a report of allegations of child abuse in an educational setting in accordance with the reporting requirements of the law will have immunity from civil liability which might otherwise result by reason of such actions.

Upon receipt of a written report alleging child abuse in an educational setting, a school administrator or the Superintendent or the designated Compliance Officer must then determine whether there is "reasonable suspicion" to believe that such an act of child abuse has occurred. Where there has been a determination as to the existence of such reasonable suspicion, the school administrator or Superintendent or the designated Compliance Officer must follow the procedures mandated in law and further described in administrative regulations including parental notification. When the school administrator receives a written report, he or she must promptly provide a copy of such report to the Superintendent or the designated Compliance Officer and promptly forward the report to appropriate law enforcement. In on event will reporting to law enforcement be delayed by an inability to contact the Superintendent.

Where the Superintendent or, in a school other than a school district or public school, the school administrator has forwarded a written report of child abuse in an educational setting to law enforcement authorities, the Superintendent or the designated Compliance Officer will also refer the report to the Commissioner if the employee or volunteer alleged to have committed such an act of child abuse holds a certification or license issued by the State Education Department.

Any school administrator or Superintendent or designated Compliance Officer who reasonably and in good faith makes a report of allegations of child abuse in an educational setting, or reasonably and in good faith transmits a report to a person or agency as required by law, will have immunity from civil liability which might otherwise result by reason of such actions.

(Continued)

Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

Reports and other written material submitted in accordance with law with regard to allegations of child abuse in an educational setting, and photographs taken concerning such reports that are in the possession of any person legally authorized to receive that information, will be confidential and will not be re-disclosed except to law enforcement authorities involved in an investigation of child abuse in an educational setting or as expressly authorized by law or in accordance with a court-ordered subpoena. School administrators and the Superintendent or the designated Compliance Officer will exercise reasonable care in preventing such unauthorized disclosure.

Additionally, teachers and all other school officials will be provided an annual written explanation concerning the reporting of child abuse in an educational setting, including the immunity provisions as enumerated in law. The Commissioner will furnish the District with required information, including rules and regulations for training necessary to implement District and staff responsibilities under the law.

All persons employed by the District, in titles equivalent to teacher or administrator, and any school bus drivers employed by a person or entity that contracts with the District to provide transportation services to children, are required to complete coursework or training regarding the identification and reporting of child abuse and maltreatment in accordance with law and Commissioner's regulations.

**Prohibition of "Silent" (Unreported) Resignations**

The Superintendent and other school administrators are prohibited from withholding from law enforcement authorities, the Superintendent or the Commissioner, as appropriate, information concerning allegations of child abuse in an educational setting against an employee or volunteer in exchange for that individual's resignation or voluntary suspension from his or her position.

The Superintendent (or other school administrator) who reasonably and in good faith reports to law enforcement officials information regarding allegations of child abuse or a resignation as required by law will have immunity from any liability, civil or criminal, which might otherwise result by reason of such actions.

**Prohibition on Aiding and Abetting Sexual Abuse**

Unless exempted by law, no District employee, contractor, or agent of the District will assist another District employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or agency knows or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law.

(Continued)



Students

**SUBJECT: CHILD ABUSE AND MALTREATMENT (Cont'd.)**

Education Law Article 23-B and §§ 409-1, 902(b), 3028-b, and 3209-a  
Family Court Act § 1012  
Labor Law § 740(1)(e)  
Penal Law Articles 130, 235 and 263  
Social Services Law §§ 411-428  
8 New York Code of Rules and Regulations (NYCRR) Part 83, § 100.2(nn)  
20 USC § 7926

Students

**SUBJECT: SEXUAL HARASSMENT OF STUDENTS**

The Board of Education affirms its commitment to provide an environment free from sex-based discrimination and sexual harassment, including sexual violence and intimidation. The Board, therefore, prohibits all forms of sexual harassing conduct against students by other students, employees, school volunteers, and non-employees such as contractors and vendors, which occur on school grounds and at school-sponsored events, programs and activities, including those that take place on at locations off school premises.

**Sexual Harassment**

The legal definition of sexual harassment is unwelcome conduct of a sexual nature. It includes unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal, or physical conduct of a sexual nature. For the purposes of this policy, sexual harassment also includes sexual violence. Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. Sexual violence includes, but is not limited to: rape, sexual assault, sexual battery, and sexual coercion.

Sexual harassment can originate from a person of either sex against a person of the opposite or same sex, and from students, District employees, or third parties such as visitors or school volunteers.

While the foregoing provides a legal definition of sexual harassment, this Policy prohibits all sexual harassing conduct, as described below.

**Examples of Prohibited Conduct**

Sexual harassing conduct can be verbal, non-verbal, or physical. Examples of such conduct may include, but are not limited to the following:

- a) Verbal abuse or ridicule, including innuendoes, stories and jokes that are sexual in nature and/or gender-related. This might include inappropriate sex-oriented comments on appearance, including dress or physical features.
- b) Direct or indirect threats or bribes for unwanted sexual activity.
- c) Asking or commenting about a person's sexual activities.
- d) Unwelcome and unwanted physical contact of a sexual nature including, but not limited to, physical acts such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement.
- e) Displaying or distributing pornographic or other sexually explicit materials such as magazines, pictures, internet material, cartoons, etc.
- f) The use of profanity and/or other obscenities that are sexually suggestive or degrading in nature.

(Continued)

Students

**SUBJECT: SEXUAL HARASSMENT OF STUDENTS (Cont'd.)**

- g) Unwelcome staring, leering, or gesturing which is sexually suggestive in nature.
- h) Unwelcome and/or offensive public displays of sexual/physical affection.
- i) Clothing that reflects sexually obscene and/or sexually explicit messages, slogans, or pictures.
- j) Demanding sexual favors of a student, insinuating that refusal to acquiesce in such favors will adversely affect a student's grades, references, academic/scholastic placement, and/or participation in extracurricular activities.
- k) Engaging in sexual conduct with an individual who is unable to consent due to his/her age, use of drugs or alcohol, intellectual disability, or other disability.
- l) Any other unwelcome and unwanted sexually oriented and/or gender-based behavior which is sexually demeaning, belittling, intimidating, or perpetrates sexual stereotypes and attitudes.

**Investigation of Complaints and Grievances**

In order for the Board to enforce this policy, and to take corrective measures as may be necessary, it is essential that any student who believes he/she has been a victim of sexual harassing conduct in the school environment, as well as any other person who is aware of and/or who has knowledge of or witnesses any possible occurrence of sexual harassing conduct, should immediately report such alleged conduct. The District recognizes that sexual harassment is a sensitive issue and that students may choose to inform any trusted staff member of suspected discriminatory or harassing conduct. Staff members who receive such complaints will immediately inform the Civil Rights Compliance Officer. Where appropriate, the Civil Rights Compliance Officer may seek the assistance of the relevant Dignity Act Coordinator in investigating, responding to, and remedying such student complaints. In the event that the Civil Rights Compliance Officer is the alleged offender, the report will be directed to another Civil Rights Compliance Officer, if the District has designated an additional individual to serve in such capacity, or to the Superintendent.

The School District will act to promptly, thoroughly, and equitably investigate all complaints, whether verbal or written, of sexual harassing conduct and will promptly take appropriate action to protect individuals from further harassing conduct. All such complaints will be handled in a manner consistent with the District's policies, procedures, and/or regulations regarding the investigation of discrimination and harassment complaints, in consultation with the Title IX Compliance Officer and consistent with any applicable Title IX regulations.

(Continued)

## Students

**SUBJECT: SEXUAL HARASSMENT OF STUDENTS (Cont'd.)**

Additional information regarding the District's discrimination and harassment complaint and grievance procedures, including but not limited to the designation of the Civil Rights Compliance Officer, knowingly making false accusations, and possible corrective actions, can be found in Policy #3420 -- Non-Discrimination and Anti-Harassment in the School District and Administrative Regulation #3420R -- Non-Discrimination and Anti-Harassment in the School District.

**Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)**

The Board prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participated in good faith in the investigation of a complaint of sexual harassing conduct.

Where appropriate, follow-up inquiries will be made to verify that sexual harassment has not resumed and that all those involved in the investigation of the sexual harassment have not suffered retaliation.

Civil Rights Act of 1991, 42 United States Code (USC) Section 1981(a)  
Title IX of the Education Amendments of 1972, 20 United States Code (USC) Section 1681 et seq.  
34 Code of Federal Regulations (CFR) Section 100 et seq.  
Education Law Section 2801(1)  
OCR Dear Colleague Letter, April 4, 2011

Students

**SUBJECT: DIGNITY FOR ALL STUDENTS ACT**

The District seeks to create an environment free of harassment, bullying, and discrimination, to foster civility in its schools, and to prevent conduct which is inconsistent with its educational mission. The District, therefore, prohibits all forms of harassment and bullying of students by employees or other students on school property and at school functions.

The District further prohibits discrimination against students, including, but not limited to, discriminatory acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex by employees or other students on school property and at school functions.

In addition, other acts of harassment, bullying, and/or discrimination that occur off school property may be subject to discipline or other corrective action, where such acts create or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation, or abuse might reach school property.

**Dignity Act Coordinator**

In each of its schools, the District will designate at least one employee to serve as the Dignity Act Coordinator (DAC) and receive reports of harassment, bullying, and/or discrimination. Each DAC will be:

- a) Approved by the Board;
- b) Licensed and/or certified by the Commissioner as a classroom teacher, school counselor, school psychologist, school nurse, school social worker, school administrator or supervisor, or Superintendent;
- c) Instructed in the provisions of the Dignity for All Students Act and its implementing regulations;
- d) Thoroughly trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex;
- e) Provided with training which addresses the social patterns of harassment, bullying, and discrimination, including, but not limited to, those acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, and sex;
- f) Provided with training in the identification and mitigation of harassment, bullying, and discrimination; and

(Continued)

Students

**SUBJECT: DIGNITY FOR ALL STUDENTS ACT (Cont'd.)**

- g) Provided with training in strategies for effectively addressing problems of exclusion, bias, and aggression in educational settings.

The District will widely disseminate the name, designated school, and contact information of each DAC to all school personnel, students, and parents or persons in parental relation by:

- a) Listing it in the *Code of Conduct*, with updates posted on the District's website; and
- b) Including it in the *Code of Conduct's* plain language summary provided to all parents or persons in parental relation to students before the beginning of each school year; and
- c) Providing it to parents and persons in parental relation in at least one District or school mailing or other method of distribution, each school year, including, but not limited to, electronic communication and/or sending information home with each student. If the information changes, parents and persons in parental relation will be notified in at least one subsequent District or school mailing, or other method of distribution as soon as practicable thereafter; and
- d) Posting it in highly visible areas of school buildings; and
- e) Making it available at the district and school-level administrative offices.

If a DAC vacates his or her position, the District will immediately designate another eligible employee as an interim DAC, pending approval of a successor DAC from the Board within 30 days of the date the position was vacated. In the event a DAC is unable to perform his or her duties for an extended period of time, the District will immediately designated another eligible employee as an interim DAC, pending return of the previous individual to the position.

**Training and Awareness**

Each year, all employees will be provided with training to promote a supportive school environment that is free from harassment, bullying, and/or discrimination, and to discourage and respond to incidents of harassment, bullying, and/or discrimination. This training may be provided in conjunction with existing professional development, and will be conducted consistent with guidelines approved by the Board, and will include training to;

- a) Raise awareness and sensitivity to potential acts of harassment, bullying, and discrimination;
- b) Address social patterns of harassment, bullying, and discrimination;
- c) Inform employees on the identification and mitigation of harassment, bullying, and discrimination;

(Continued)

Students

**SUBJECT: DIGNITY FOR ALL STUDENTS ACT (Cont'd.)**

- d) Enable employees to prevent and respond to incidents of harassment, bullying, and discrimination;
- e) Make employees aware of the effects of harassment, bullying, cyberbullying, and discrimination on students;
- f) Provide strategies for effectively addressing problems of exclusion, bias and aggression;
- g) Include safe and supportive school climate concepts in curriculum and classroom management; and
- h) Provide for the effective implementation of school policy on conduct and discipline.

Rules against harassment, bullying, and discrimination will be included in the *Code of Conduct*, publicized District-wide and disseminated to all staff and parents or persons in parental relation. Any amendments to the *Code of Conduct* will be disseminated as soon as practicable following their adoption. The District will provide new employees with a complete copy of the current *Code of Conduct* upon beginning their employment, and distribute an age-appropriate summary to all students at a school assembly at the beginning of each school year.

**Internal Reports and Investigations of Harassment, Bullying, and/or Discrimination**

All District employees who witness or receive an oral or written report of harassment, bullying, and/or discrimination are required to take action. District employees must make an oral report promptly to the Superintendent or principal, their designee, or the Dignity Act Coordinator (DAC) not later than one school day after witnessing or receiving an oral or written report of harassment, bullying, and/or discrimination. No later than two school days after making the oral report, the District employee must file a written report with the Superintendent or principal, their designee, or the DAC.

The Superintendent or principal, their designee, or the DAC will lead or supervise the thorough investigation of all reports of harassment, bullying, and/or discrimination and ensure that all investigations are promptly completed after the receipt of a written report. In investigating any allegation, the investigator may seek the assistance of the District's Civil Rights Compliance Officer in investigating, responding to, and remedying complaints of harassment, bullying, and/or discrimination.

When an investigation verifies a material incident of harassment, bullying, and/or discrimination, the Superintendent or principal, their designee, or the DAC will take prompt action, consistent with the District's *Code of Conduct*, reasonably calculated to end the harassment, bullying, and/or discrimination, eliminate any hostile environment, create a more positive school culture and climate, prevent recurrence of the behavior, and ensure the safety of the student or students against whom the behavior was directed.

(Continued)

Students

**SUBJECT: DIGNITY FOR ALL STUDENTS ACT (Cont'd.)**

The Superintendent or principal, their designee, or the DAC will promptly notify the appropriate local law enforcement agency when it is believed that any harassment, bullying, and/or discrimination constitutes criminal conduct.

**Reporting Incidents**

Reporting Incidents to the Superintendent

At least once during each school year, each building principal will provide a report on data and trends related to harassment, bullying, and/or discrimination to the Superintendent in a manner prescribed by the District. This report will be used to submit the annual School Safety and the Educational Climate (SSEC) Summary Data Collection form to the State Education Department (SED).

Reporting of Material Incidents to the Commissioner of Education

Each school year, the District will submit to the Commissioner a report of material incidents of harassment, bullying, and/or discrimination that occurred during the school year in accordance with law and regulation. This report will be submitted in a manner prescribed by the Commissioner, on or before the basic educational data system (BEDS) reporting deadline or other date determined by the Commissioner.

**Prohibition of Retaliatory Behavior (Whistle-Blower Protection)**

Any person who has reasonable cause to suspect that a student has been subjected to harassment, bullying, and/or discrimination by an employee or student, on school grounds or at a school function, and who acts reasonably and in good faith in reporting it to school officials, the Commissioner, or law enforcement authorities, or who otherwise initiates, testifies, participates, or assists in any formal or informal proceedings, will have immunity from any civil liability that may arise from making that report, or from initiating, testifying, participating, or assisting in those proceedings. The District also prohibits any retaliatory behavior directed against any complainant, victim, witness, or any other individual who participated in reporting or investigation of an incident of alleged harassment, bullying, or discrimination.

**Publication of District Policy**

At least once during each school year, all employees, students, and parents or persons in parental relation will be provided with a written or electronic copy of this policy, or a plain-language summary of it. The policy will include information relating to how students, parents, or persons in parental relation, and employees may report harassment, bullying, and/or discrimination. Additionally, the District will maintain a current version of this policy on its website at all times.

(Continued)



Students

**SUBJECT: DIGNITY FOR ALL STUDENTS ACT (Cont'd.)**

**Application**

Nothing in this policy or its implementing regulations should be interpreted to preclude or limit any right or cause of action provided under any local, state, or federal ordinance, law or regulation, including, but not limited to, any remedies or rights available under the Individuals With Disabilities Education Act, Title VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990.

Education Law §§ 10-18 and 2801

8 New York Code of Rules and Regulations (NYCRR) § 100.2

NOTE: Refer also to Policies #1330 -- Appointments and Designations by the Board of Education  
#3410 -- Code of Conduct on School Property  
#3420 -- Non-Discrimination and Anti-Harassment in the District  
#5670 -- Records Management  
#6411 -- Use of E-mail in the District  
#7551 -- Sexual Harassment of Students  
#7552 -- Bullying: Peer Abuse in the Schools  
#7553 -- Hazing of Students  
#8242 -- Civility, Citizenship and Character Education/ Interpersonal Violence Prevention Education

## Students

**SUBJECT: STUDENT APPROPRIATE SPECIAL EDUCATION PROGRAMS AND RELATED SERVICES FOR STUDENTS WITH DISABILITIES**

A student with a disability means a student under the age of twenty-one who is entitled to attend public schools and who, because of mental, physical or emotional reasons can only receive appropriate educational opportunities from a program of special education. A student is not considered as having a disability if his/her educational needs are due primarily to unfamiliarity with the English language; environmental, cultural or economic factors; or lack of appropriate instruction in reading or mathematics.

The Board of Education recognizes its responsibility for providing a continuum of appropriate special education and related services that meet the individual needs of disabled school-aged and preschool students and enable the student to be involved in the general education curriculum. To achieve this goal the Committee on Special Education (CSE) shall provide the Board with a written evaluation report for each disabled student, which includes:

- a) Identification of disabling condition.
- b) Recommendation(s) for a special education program and/or related service(s) consistent with Section 200.6(a) of the Commissioner's Regulations.

The CSE or CPSE, whichever is appropriate, shall develop an Individualized Education Program for every child with a disability and shall review it at least annually or in the event that the program no longer appears to be appropriate to meet the student's needs and ability level.

The Board of Education shall arrange for each student with a disability to be provided the special education services recommended by the CSE/CPSE as necessary to meet the student's special education needs. Services shall be provided in the least restrictive environment as defined in District Policy No. 7615, Section 200.1(cc) of the Commissioner's Regulations and the student's IEP.

Students with disabilities placed together in a special education class for shall be grouped by similarity of individual needs as defined in Sections 200.1(ww) and 200.6(a)(3) and (h) of the Commissioner's Regulations. Staffing for special education programs and services will be in accordance with the requirements of the Commissioner's Regulations.

**Extended School Year Services and/or Programs**

The School District shall provide, directly or by contract, special services and/or programs during July and August (i.e., extended school year) to those students whose disabilities are severe enough to exhibit the need for a structured learning environment of twelve (12) months duration in order to prevent substantial regression as determined by the Committee on Special Education (CSE)/Committee on Preschool Special Education (CPSE) in accordance with the Commissioner's Regulations.

For students eligible for twelve (12) month service and/or program, the student's Individualized Education Program (IEP) shall indicate the identity of the provider of services during the months of July and August, and, for preschool students determined by the CPSE to require a structured learning environment of twelve (12) months duration to prevent substantial regression, a statement of the reasons for such recommendation. The IEP shall also indicate the projected date of the review of the student's need for such services and shall indicate the recommended placement.

**SUBJECT: CHILDREN WITH DISABILITIES (Cont'd.)**

**Provision of Special Education Services to Nonpublic School students with Disabilities who are Parentally Placed**

The **district of location** is responsible for student find, including individual evaluations, Committee on Special Education (CSE) meetings, provision of special education services and due process to parentally placed nonpublic school students attending nonpublic schools located in the geographic region of the public school district.

These requirements only pertain to students with disabilities parentally placed in elementary and secondary nonpublic schools, not to parental placements of preschool students with disabilities in private day care or preschool programs; or to CSE placements of students with disabilities in approved private schools, Special Act School Districts, State-supported or State-operated schools or to Charter schools.

The actual cost for Committee on Special Education (CSE) administration, evaluations and special education services provided to a student with a disability who is a resident of New York State, but a nonresident of the district of location, may be recovered from the student's school district of residence. Because federal regulations require parental consent before any personally identifiable information about the student relating to special education is shared between officials in the public school district of location and officials in the public school district of residence, parent consent to share special education information between the two public school districts is required before billing a district of residence for the cost of special education services provided to the student by the district of location.

Parental consent must be obtained by the school district of location before any personally identifiable information about the student is shared between officials in the public school district of residence and officials in the public school district of location.

The school district of location must consult with nonpublic school representatives and representatives of parents of parentally placed nonpublic school students with disabilities enrolled in nonpublic elementary and secondary schools located within the boundaries of the school district. The school district must engage in consultation regarding the student find process and services generally; consultation is not specific to individual students. Individual services are determined by the CSE.

The consultation process must be timely and meaningful and include discussion of:

- 1) Child Find;
- 2) Provision of Special Education Services; and
- 3) Use of Federal Funds.

The school district of location must provide, as appropriate, special education services to an eligible student who legally resides in another state and who is parentally placed in a nonpublic school located in New York State. The services to be provided to out-of-state students must be documented on a services plan that is developed by the CSE of the district of location. The services plan is the written plan that describes the specific special education and related service that the district of location will provide to the student consistent with the services that the district of location has determined through the consultation process and in relation to the proportionate shares of federal IDEA Part B dollars, to be provided to the student.

**Tuition Reimbursement Claims for Disable Nonpublic School Students**

**SUBJECT: CHILDREN WITH DISABILITIES (Cont'd.)**

The parent must comply with the IDEA's pre-hearing notice requirement for tuition reimbursement claims. Specifically, the IDEA directs that at least ten (10) business days before submitting a request for an impartial due process hearing for tuition reimbursement, the parent must give the district written notice of intent to enroll the student in private school at public expense. The purpose of this requirement is to give the public school district's CSE the opportunity to meet and develop a new IEP for the student that addresses the parent's concerns. *A parent who does not provide such written notice within ten (10) days may have his request for reimbursement reduced or denied. In most cases, a parent's failure to satisfy these notice requirements is a complete bar to recovery.*

Individuals with Disabilities Education Improvement Act of 2004, Public Law 108-446 Sections 612 and 614

Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Section 1400 et seq.

20 United States Code (USC) Section 9101(23)

21 United States Code (USC) Section 812(c)

34 Code of Federal Regulations (CFR) Part 300

Education Law Sections 3004(4), 3004(5), 3208, 3242, 3602-c, 4401-4407 and 4410-6

8 New York Code of Rules and Regulations (NYCRR) Sections 52.21, 57-3, 100.5, 100.9, 177.2, 200.2(b), 200.2(c)(2)(v), 200.4(effective)(9) and 200.6(a)(1)

## Students

**SUBJECT: GROUPING BY SIMILARITY OF NEEDS**

The Board of Education will provide appropriate special education and related services to students with disabilities. For those students for whom an appropriate education requires that they be placed together for purposes of special education, the following guidelines shall apply:

- a) Each student with a disability shall be identified, evaluated and receive a placement as determined by the Committee on Special Education (CSE).
- b) The Committee will determine written goals, including academic and functional goals, for each student with a disability by considering the special and individual needs of each student with a disability. Short-term instructional objectives for each preschool student with a disability and for students who take New York State alternate assessments.
- c) The Committee will recommend to the Board of Education appropriate educational programs and services for each student with a disability based upon the CSE evaluation.
- d) The CSE will provide information to those teachers and professionals who arrange instructional groups for students with disabilities. Information shall include physical, psychological and social information as well as achievement test results.
- e) The curriculum and instruction provided to students with disabilities who are grouped by similarity of needs will be consistent with the individual needs of each student in the group.
- f) Students with disabilities may be grouped according to:
  - (1) Academic achievement, functional performance and learning characteristics;
  - (2) Social development;
  - (3) Physical development; and
  - (4) Management needs.
- g) When grouping students by similarity of needs, the social needs or physical development of a student will not be the sole determinant for placement of a student in a special education program.
- h) The management needs of such students may vary, provided that environmental modifications, adaptations, or human or material resources required to meet the needs of any one student in the group are provided and do not consistently detract from the opportunities of other students in the group to benefit from instruction.

## Students

**SUBJECT: PRESCHOOL SPECIAL EDUCATION PROGRAM**

The Board recognizes the need for educational programs for three (3) and four (4) year old children with disabilities and directs that administrative practices and procedures be developed to:

- a) Ensure the timely evaluation and placement of each preschool child with a disability residing in the District so the child has the opportunity to participate in preschool programs.
- b) Establish a Committee on Preschool Special Education (CPSE) which shall be comprised in accordance with applicable federal and state law and regulation.
- c) Ensure that parents have received and understand the request for consent for evaluation and re-evaluation of a preschool aged child.

All preschool students with a disability residing in the District may participate in an approved preschool program, and receive timely evaluation and placement through the Committee on Preschool Education, consistent with the Commissioner's Regulations.

The District shall ensure on an annual basis that all CPSE members are qualified and are trained regarding their responsibilities, specifically including the requirement that parents of preschool students receive and understand the request for consent for evaluation. The District will take measurable steps to recruit, hire, train, and retain highly qualified personnel for all CPSE members and special education providers.

**Evaluations for Preschool Children with Disabilities**

The District is required to collect entry assessment data in the three (3) outcome areas on all preschool children who receive an initial evaluation. As currently required by Commissioner's Regulation Section 200.5, a parent must be fully informed about the proposed initial evaluation and must provide consent for an initial evaluation. This would include a description of the proposed evaluation.

The CPSE will receive entry-level assessment results in the three (3) outcome areas from approved preschool evaluators conducting initial evaluations on all preschool children suspected of having disabilities. The CPSE will then meet to determine the child's eligibility for preschool education programs and/or services and complete the Child Outcomes Summary Form to determine the child's entry level of functioning in the three (3) outcome areas for all preschool children evaluated and found to be eligible. The form is to be kept in the student's record until the exit assessment information is due to summarize complex assessment information in a format so that the data can be aggregated and reported to the State Education Department (SED).

Individuals With Disabilities Education Act (IDEA), 20 United States Code (USC) Section 1400 et seq.  
Education Law Section 4410  
8 New York Code of Rules and Regulations (NYCRR) Sections 200.2(b)(2), 200.2(b)(5) and 200.5

NOTE: Refer also to Policy #7632 -- Appointment and Training of Committee on Preschool Special Education (CPSE) Members

## Students

**SUBJECT: LEAST RESTRICTIVE ENVIRONMENT**

The District will, pursuant to law and regulation, to educate students with disabilities in the least restrictive environment. This will include:

- a) Education in regular classes with supplemental supports and services, supplementary education in a resource room, consultant teacher instruction in regular classes, education for part of the day in certain subject areas in a special class, full time education in a special class, home instruction and education in a residential setting.
- b) Providing for the education of students with disabilities with non-disabled peers to the extent appropriate.
- c) Consideration of the location of a school program(s) to a student's residence, before placement into an educational program.
- d) Adoption of written policies and procedures ensuring that students with disabilities are provided appropriate opportunities to earn a high school diploma in accordance with Commissioner's Regulations.
- e) Allocation of appropriate space within the District for special education programs that meet the needs of students with disabilities.
- f) Assurance that appropriate space will be available to meet the needs of resident students with disabilities who attend special education programs provided by BOCES.

The District will provide a continuum of alternative placements, in accordance with law and/or regulation, will be available to meet the needs of students with disabilities. Where accommodations are necessary for a student with a disability to participate in a District-sponsored program or activity consistent with law, including extracurricular and nonacademic activities, a multidisciplinary team, which may be the CSE or Section 504 team, shall determine appropriate accommodations.

[Individuals with Disabilities Education Act \(IDEA\), 20 United States Code \(USC\) Section 1400 et seq. 34 Code of Federal Regulations \(CFR\) Part 300](#)

Education Law Sections 4401-4410-a

8 New York Code of Rules and Regulations (NYCRR) Sections 100.5, 100.9, 200.1(cc), 200.1(qq), 200.2(b), 200.4 and 200.6

Students

**SUBJECT: SCHOOL-WIDE PRE-REFERRAL APPROACHES AND INTERVENTION**

The District will implement schoolwide approaches and pre-referral interventions in order to remediate a student's performance within the general education setting prior to referral to the Committee on Special Education (CSE) for special education.

The District will provide general education support services, instructional modifications, alternative instructional approaches, or alternative program options to address a student's performance prior to a referral to a Committee on Special Education (CSE). Consistent with applicable law and regulation, these practices and approaches may include, but are not limited to:

1. Providing early intervention services with funds available under the IDEA and which may be coordinated with similar activities conducted under the Elementary and Secondary Education Act. Such services would be made available to students not currently identified as needing special education and related services, but who need additional support to succeed in a general education setting. This may include professional development that enables teachers and other staff to deliver scientifically based academic instruction and behavioral interventions, such as scientifically based literacy instruction and, where appropriate, instruction on the use of adaptive and instructional software. It also may include educational and behavioral evaluations, services and supports.
2. Instructional Support Teams (IST) may be formed in accordance with law and/or regulations as may be applicable as well as District guidelines.
3. Implementation of a response to intervention (RTI) program that includes the minimum requirements established by Commissioner's Regulations, and allows teachers and other staff to determine whether a student responds to scientific, research-based instruction or requires interventions beyond those provided to all students in the general education classroom.
4. Implementation of a positive behavioral intervention and support (PBIS) system that reduces school and classroom behavioral problems, and creates and maintains a safe and positive learning environment by promoting positive behavior in all students.

Pre-referral/Intervention Instructional Support Plans will be proactive in their strategies to meet the broad range of individual student needs and to improve student performance. Pre-referral/Intervention strategies and/or Instructional Support Plans will be reviewed and evaluated to determine their effectiveness and modified as appropriate. Appropriate documentation of the prevention and/or intervention strategies implemented will be maintained.

(Continued)



Students

**SUBJECT: PRE-REFERRAL INTERVENTION STRATEGIES (Cont'd.)**

If a referral is made to the CSE while implementing pre-referral/intervention instructional support services, the CSE is obligated to fulfill its duties and functions, and must meet mandatory time lines in evaluating the student for special education services and implementation of an individualized education program (IEP), if applicable. District implementation of any of the above practices will not impede or delay the appropriate evaluation of a student suspected of having a disability, and the student's right to a free appropriate public education.

Parental notification of students who have been determined to need academic intervention services will be provided as per Commissioner's Regulations.

§ Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) § Section 794 et seq.  
Education Law §§ Sections 3602(32), 4401 and 4401-a

8 New York Code of Rules and Regulations (NYCRR) §§ Sections 100.1(g), 100.1(p), 100.1(r), 100.1(s), 100.1(t), 100.2(v), 100.2(dd)(4), 100.2(ee), 200.2(b)(7), 200.4(a)(2), 200.4(a)(9); 200.4(c), and Part 154

NOTE: Refer also to Policy #7212 – Response to Intervention (RtI) Process

Students

**SUBJECT: DECLASSIFICATION OF STUDENTS WITH DISABILITIES**

The School District will establish and implement a plan for the appropriate declassification of students with disabilities which must include:

- a) The regular consideration for declassifying students when appropriate;
- b) A reevaluation of the student prior to declassification; and
- c) The provision of educational and support services to the student upon declassification.

At a minimum, the CSE must consider whether declassification is appropriate each time a reevaluation is completed, and upon the request of a parent. The School District must evaluate a student with a disability prior to determining that a student is no longer a student with a disability, and the District shall provide a copy of the evaluation report and the documentation of eligibility to the student's parent at no cost to the parent.

**Recommendation for Declassification**

If the student has been receiving special education services, but it is determined by CSE that the student no longer needs special education services, the recommendation shall:

- a) Identify the declassification support services, if any, to be provided to the student; and/or the student's teachers; and
- b) Indicate the projected date of initiation of such services, the frequency of provision of such services, and the duration of these services, provided that such services shall not continue for more than one (1) year after the student enters the full-time regular education program.

**Declassification Support Services**

The District shall provide declassification support services to students who have moved from special education to a full-time regular educational program in accordance with the recommendation of the CSE. *Declassification support services* means those services provided to the student or the student's teacher(s) to aid in the student's transition from special education to full-time regular education. These services are provided by persons certified or licensed in the appropriate area of service pursuant to Commissioner's Regulations Part 80. Such services include:

- a) For the student, psychological services, social work services, speech and language improvement services, non-career counseling, and other appropriate support services; and
- b) For the student's teacher, the assistance of supplementary school personnel and consultations with appropriate personnel.

(Continued)

Students

**SUBJECT: DECLASSIFICATION OF STUDENTS WITH DISABILITIES (Cont'd.)**

When appropriate, the District shall provide declassification support services to students who have moved from special education to a full-time regular educational program in accordance with the recommendation of the CSE.

**Procedural Safeguards Notice**

The District shall use the procedural safeguards notice prescribed by the Commissioner of Education. The procedural safeguards notice is provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. If the native language or other mode of communication of the parent is not a written language, the notice will be translated orally or by other means to the parent in his/her native language or other mode of communication; that the parent understands the content of the notice; and that there is written evidence that all due process procedures, pursuant to law and/or regulation, have been met.

Individuals with Disabilities Education Improvement Act of 2004 [Public Law 108-446]  
Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Section 1400 et seq.  
34 Code of Federal Regulations (CFR) Part 300

Education Law Sections 4401-4410-a

8 New York Code of Rules and Regulations (NYCRR) Sections 100.2(u), 100.6, 200.1(ooo), 200.2(b)(8), 200.4(b)(4), 200.4(b)(5), 200.4(c)(3), 200.4(c)(4), 200.4(d)(1) and 200.5(a)

NOTE: Refer also to Policy #7641 – Transition Services

Students

**SUBJECT: USE OF TIME OUT ROOMS**

"Time out" is a technique used to interrupt an unacceptable behavior by removing the student from the situation where the misbehavior is occurring. SED does not regulate the use of time outs, but does regulate the use of a separate room where a student may be removed for a time out.

Except as provided pursuant to 8 NYCRR Section 200.22(c) as referenced below, the School District shall not employ the use of time out rooms as a means of regulating student behavior.

Pursuant to Commissioner's Regulations, a time out room is defined "as an area for a student to safely deescalate, regain control and prepare to meet expectations to return to his/her education program." Time out rooms will be used in conjunction with a behavioral intervention plan (that is designed to teach and reinforce alternative appropriate behaviors). The student is then removed to a supervised area to facilitate self-control. Time outs may also be used in unanticipated situations that pose an immediate concern for the physical safety of a student or others. Such unanticipated or emergency use requires proper documentation as outlined in Commissioner's Regulation Section 200.22(d)(4).

The District has adopted and implemented the following policy and procedures governing school use of time out rooms as part its behavior management approach consistent with Commissioner's Regulations, including the physical and monitoring requirements, parental rights and individualized education program (IEP) requirements for students with disabilities.

**At a minimum, the use of time out rooms shall be governed by the following rules and standards:**

- a) The District prohibits placing a student in a locked room or space or in a room where the student cannot be continuously observed and supervised. The time out room shall be unlocked and the door must be able to be opened from the inside. The use of locked rooms or spaces for purposes of time out or emergency interventions is prohibited.

Staff shall continuously monitor the student in a time out room. The staff must be able to see and hear the student at all times.

Under no circumstances shall a time out room in a school program be used for seclusion of the student, where the term "seclusion" is interpreted to mean placing a student in a locked room or space or in a room where the student is not continuously observed and supervised.

- b) Factors which may precipitate the use of the time out room:

Behaviors creating an unsafe environment for the students or others such as, but not limited to, hitting, biting, spitting, kicking or throwing of objects.

- c) Time limitations for the use of the time out room:

The time limitation for use of the time out room will be a maximum of sixty (60) minutes per incident.

(Continued)

Students

**SUBJECT: USE OF TIME OUT ROOMS (Cont'd.)**

Further, a student's IEP shall specify when a behavioral intervention plan includes the use of a time out room for a student with a disability, including the maximum amount of time a student will need to be in a time out room as a behavioral consequence as determined on an individual basis in consideration of the student's age and individual needs.

School administration or other personnel shall be notified in the event a student is placed in a time out room for excessive amounts of time; and such information shall be considered when determining the effectiveness of the student's behavioral intervention plan and the use of the time out room for the student. Whether the student requires a debriefing following the use of a time out room shall be left to the staff knowledgeable about the individual student.

d) Staff training on the policies and procedures related to the use of time out rooms shall include, but not be limited to, the following measures:

1. The Director of Special Education shall be responsible to the Superintendent for establishing administrative practices and procedures for training all District personnel responsible for carrying out the provisions of Commissioner's Regulations relating to the use of time out rooms, including members of the Committee on Special Education (CSE) and Committee on Preschool Special Education (CPSE).
2. Staff utilizing and supervising the time out room will be trained in de-escalation techniques and appropriate physical restraints to utilize as needed.

e) Data collection to monitor the effectiveness of the use of time out rooms:

District schools shall establish and implement procedures to document the use of time out rooms, including information to monitor the effectiveness of the use of the time out room to decrease specified behaviors. Such data would be subject to review by the State Education Department (SED) upon request.

Such data collection should appropriately include, but is not limited to, the following information:

1. A record for each student showing the date and time of each use of the time out room;
2. A detailed account of the antecedent conditions/specific behavior that led to the use of the time out room;
3. The amount of time that the student was in the time out room; and
4. Information to monitor the effectiveness of the use of the time out room to decrease specified behaviors which resulted in the student being placed in the room.

(Continued)

Students

**SUBJECT: USE OF TIME OUT ROOMS (Cont'd.)**

f) Information to be provided to parents.

The School District shall inform the student's parents prior to the initiation of a behavioral intervention plan that will incorporate the use of a time out room for a student, and shall give the parent the opportunity to see the physical space that will be used as a time out room and provide the parent with a copy of the school's policy on the use of time out rooms.

Additionally, parents should be notified if their child was placed in a time out room. Minimally, *whenever a time out room is used as an emergency intervention* pursuant to Commissioner's Regulations Section 200.22(d), the parent shall be notified of the emergency intervention. Such notification will be provided the same day whenever possible.

The parent is a member of the CSE and the use of a time out room must be included on the student's IEP. The parent receives prior notice as to the recommendations on a student's IEP and may request due process in the event the parent does not agree with the CSE recommendations.

Parent reports of alleged inappropriate interventions used in a time out room should be directed to school administrators.

**Physical Space Used as a Time Out Room**

The physical space used as a time out room must meet certain standards.

- a) The room shall provide a means for continuous visual and auditory monitoring of the student.
- b) The room shall be of adequate width, length and height to allow the student to move about and recline comfortably.
- c) Wall and floor coverings should be designed to prevent injury to the student, and there shall be adequate lighting and ventilation.
- d) The temperature of the room shall be within the normal comfort range and consistent with the rest of the building.
- e) The room shall be clean and free of objects and fixtures that could be potentially dangerous to a student and shall meet all local fire and safety codes.

**SUBJECT: STUDENTS WITH DISABILITIES PARTICIPATING IN SCHOOL DISTRICT PROGRAMS**

All students with disabilities residing in the District, including those of preschool age, will be provided with full access and opportunity to participate in School District programs, including nonacademic extracurricular programs and activities, that are available to all other students enrolled in the District. Nonacademic and extracurricular programs and activities may include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies that provide assistance to individuals with disabilities and employment of students (both by the School District and assistance in making outside employment available).

Parents/guardians of students with disabilities, including those students placed in out-of-District programs, shall receive timely notice of such District programs and activities.

**Community Resources**

The District may compile a list of appropriate community resources to parents or persons in parental relation of a child with a disability. Such a list shall clearly state that these services are in addition to programs and services provided by the District and will not be paid for by the District. Any member of the District's committees or subcommittees on special education, or the District, who, acting reasonably and in good faith, provides this information shall not be liable for such action.

Education Law Sections 4402(1)(b)(3-a) and 4410(5)(b)(IV)

8 New York Code of Rules and Regulations (NYCRR) Sections 200.2(b)(1) and 200.2(b)(2)

## Students

**SUBJECT: SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Board of Education affirms its compliance with those sections of the Rehabilitation Act of 1973 dealing with program accessibility.

Section 504 of the Rehabilitation Act prohibits discrimination against qualified individuals with disabilities in federally assisted programs or activities solely on the basis of disability. The District shall make its program and facilities accessible to all its students with disabilities.

The District shall also identify, evaluate and extend to every qualified student with a disability under Section 504 a free, appropriate public education, including modifications, accommodations, specialized instruction or related aids and services, as deemed necessary to meet their educational needs as adequately as the needs of non-disabled students are met.

The District official responsible for coordination of activities relating to compliance with Section 504 is the Superintendent of Schools. This official shall provide information, including complaint procedures, to any person who feels his/her rights under Section 504 have been violated by the District or its officials.

Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq.



**SUBJECT: COMMITTEE ON SPECIAL EDUCATION (CSE)/ /COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (CPSE)**

**Committee on Special Education (CSE) Membership**

The Board of Education shall appoint a Committee on Special Education (CSE) whose membership shall include, but not be limited to, the following members:

- a) The parent(s) or persons in parental relation of the student;.
- b) At least one (1) regular education teacher of such student (if the student is, or may be, participating in the regular education environment);
- c) At least one (1) special education teacher of the student, or, where appropriate, at least one (1) special education provider (i.e., related service provider) of such student;
- d) A school psychologist;
- e) A District representative who is qualified to provide or supervise special education and who is knowledgeable about the general education curriculum and the availability of District resources. This individual may be the same individual appointed as the special education teacher or provider or the school psychologist. The District representative will serve as the chairperson of the Committee;
- f) An individual who can interpret the instructional implications of evaluation results, who may be a CSE member appointed as the regular education teacher, the special education teacher or provider, the school psychologist, or the School District representative described above, or a person having knowledge or special expertise regarding the student as determined by the District;
- g) A school physician, if specifically requested in writing by the parent or by the District at least 72 hours prior to the meeting;
- h) An additional parent member of a student with a disability residing in the District or a neighboring school district, provided that this parent's child has been declassified less than five years' prior or the child has graduated less than five years' prior, if specifically requested in writing by the parent of the student, the student, or member of the CSE at least 72 hours prior to the meeting;
- i) Other persons having knowledge or special expertise regarding the student as designated by either the parent or District;
- j) The student, if appropriate.

**Subcommittee on Special Education Membership**

The Board of Education may appoint, Subcommittees on Special Education to assist in the timely evaluation and placement of students with disabilities in accordance with applicable law and Commissioner's regulations. The Board will determine the number of subcommittees to be appointed upon the recommendation of the CSE.

## **Committee on Preschool Special Education (CPSE) Membership**

The Board will appoint a CPSE whose membership and purpose varies slightly from the membership of the CSE. The CPSE must include those same individuals as the CSE as set forth within this policy and also include the following members:

- a) For a child in transition from early intervention programs and services, at the request of the parent or person in parental relation, the appropriate professional designated by the agency that has been charged with the responsibility for the preschool child; and
- b) A representative of the municipality of the preschool child's residence.

## **Training**

The training of qualified personnel is essential to the effective implementation of the Commissioner's Regulations regarding the education of all students with disabilities.

The Director of Special Education will establish administrative practices and procedures for training all District personnel responsible for carrying out the provisions of Part 200 of the Commissioner's Regulations as well as members of the of the CSE and CPSE.

## **Alternative Means of Meeting**

When conducting a meeting of the CSE or CPSE, the parent and the representative of the District appointed to the CSE or CPSE may agree to use alternative means of meeting participation, such as videoconferences and conference calls.

Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Section 1400 et seq.  
34 Code of Federal Regulations (CFR) Part 300 and Section 300.321

Education Law Section 4402

8 New York Code of Rules and Regulations (NYCRR) Sections 200.2(b)(3), 200.3, and 200.4(d)(4)(i)(d)

NOTE: Refer also to Policies #7613 -- The Role of the Board in Implementing a Student's Individualized Education Program  
#7632 -- Appointment and Training of Committee on Preschool Special Education Members

**SUBJECT: CONFIDENTIALITY AND ACCESS TO STUDENT INDIVIDUALIZED EDUCATION PROGRAM (IEP)**

**Provision of Individualized Education Program**

Each regular education teacher, special education teacher, related service provider and/or other service provider who is responsible for the implementation of a student's IEP will be *provided with either a paper or electronic copy of the IEP (including amendments to the IEP) prior to the implementation of such program*. Such individuals responsible for the implementation of a student's IEP shall be notified and trained on how to access such IEP electronically. All individuals responsible for implementation of an IEP shall be notified and trained on how to access the IEP electronically. Supplementary school personnel and other providers responsible for assisting in implementation of an IEP shall have an opportunity to review a copy of the IEP prior to its implementation and shall have ongoing access to the IEP. For purposes of this policy, "other service provider" means a representative of another public school district, charter school, Board of Cooperative Educational Services (BOCES) or school enumerated in Education Law Articles 81, 85 or 89 where the student receives or will receive IEP services. Further, the District will designate at least one school official who shall be responsible for maintaining a record of the personnel who have received IEP copies for each student.

Any *copy of a student's IEP shall remain confidential* in compliance with the Individuals with Disabilities Education Act, the Family Educational Rights and Privacy Act, and District policy regarding confidentiality of student records; and shall not be disclosed to any other person other than the parent of such student, except in accordance with federal and state laws and/or regulations. Appropriate training and information will be provided to designated school personnel, as applicable, to ensure the confidentiality of such information. Procedures will be established to have copies of students' IEPs stored in secure locations and retrieved or destroyed when the above-described professionals are no longer responsible for implementing a student's IEP.

The Chairperson of the Committee on Special Education shall designate a professional employee of the District with knowledge of the student's disability and the education program to, prior to the implementation of the student's IEP, inform each teacher, related service provider, teacher assistant and other support staff person of his or her responsibility relating to the implementation of the IEP and the specific accommodations, modifications and support that must be provided.

A copy of a student's IEP shall be provided to the student's parents at no cost to the student's parents.

Individuals with Disabilities Education Improvement Act of 2004, Public Law 108-446 Section 615(k)(1)  
Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Section 1400 et seq.  
21 United States Code (USC) Section 812(c)  
Education Law Articles 81, 85 and 89 and Sections 207, 3208 and 4402(7)  
8 New York Code of Rules and Regulations (NYCRR) Sections 200.1(hh), 200.2(b)(11), 200.4(b)(4),  
200.4(d)(3)(i), 200.4(e)(3), 200.4(f), 200.4(j), 200.16(e)(6) and 200.22

**SUBJECT: DUE PROCESS COMPLAINTS: SELECTION AND BOARD APPOINTMENT OF IMPARTIAL HEARING OFFICERS****Due Process Complaints**

The District is committed to making every effort to amicably resolve disputes regarding educational programs for students with disabilities. . When outside assistance is needed to aid in resolving a disagreement about the identification, evaluation, educational placement or provision of a free appropriate education for a student with a disability, mediation is encouraged.

For those exceptional circumstances where a more formal method is required, the impartial hearing process will be utilized. The Impartial Hearing Officer (IHO) renders a written decision after the parties present and refute evidence before him/her. The decision of the IHO is final and binding on both parties unless appealed to the State Review Officer (SRO). The District will comply with Section 200.5 of the Commissioner's Regulations and all other relevant laws and regulations with respect to the hearing.

**Impartial Hearing Officer**

Upon receipt of a due process complaint notice or initiation of an impartial hearing, the impartial hearing officer (IHO) shall be selected from the rotational list maintained by the State Education Department in accordance with the Commissioner's Regulations. The Board of Education president and vice-president are authorized to appoint the impartial hearing officer, to be ratified by the Board of Education at its next regularly scheduled meeting.

**Compensation of Impartial Hearing Officers**

The District will be responsible for compensating the IHO for prehearing, hearing and post-hearing activities at the rate agreed upon at the time of the IHO's appointment. The rate of compensation may not exceed the maximum rate approved by the Director of the Division of the Budget. The District will also reimburse the IHO for reasonable travel and other hearing-related expenses in connection with the hearing and, when necessary, reasonable lodging and meals expenses.

Travel reimbursement shall be at the IRS mileage rate or at the rate of reasonable public carriers, at the determination of the District. Lodging and meals reimbursement shall be at the rate approved by the Board of Education for District employees. Reimbursement and payment shall be made upon receipt of detailed and itemized invoices. The District will not pay a cancellation fee when more than three (3) business days' notice is given or when the cancellation is by the parent.

Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) § 1400 et seq.

34 Code of Federal Regulations (CFR) Part 300

Education Law §§ 4005, 4202, 4404(1) and 4410(7)

8 New York Code of Rules and Regulations (NYCRR) §§ 200.2 and 200.5

## Instruction

**SUBJECT: EQUAL EDUCATIONAL OPPORTUNITIES**

The Naples Central School District provides equal opportunities for students and does not discriminate against any student enrolled in (or any candidate for admission to) its programs or activities; on the basis of actual or perceived race, color, national origin, sex, disability, or age.

**Educational Services for Married/Pregnant Students**

Public schools may not discriminate against students based on their parental and/or marital status. The opportunity to participate in all the services, programs, and activities of the school district shall not be restricted or denied because of pregnancy, parenthood, or marriage.

Pregnant students shall be encouraged to remain and participate in District programs. The forms of instruction provided to such students may include any or all the following:

- a) Remain in school with provisions for special instruction, scheduling, and counseling as needed;
- b) Receive home instruction;
- c) Attend BOCES programs.

In this regard, the Superintendent or his/her designee, in consultation with student services staff, the school physician and the student's personal physician, may make program modifications which are feasible and necessary to accommodate the special needs of such students.

**Investigation of Complaints and Grievances**

The School District will act to promptly, thoroughly, and equitably investigate all complaints, whether verbal or written, of discrimination and will promptly take appropriate action to protect individuals from further discrimination. All such complaints will be handled in a manner consistent with applicable laws/regulations as well as the District's policies, procedures, and/or regulations regarding the investigation of discrimination and harassment complaints.

**Prohibition of Retaliatory Behavior**

The Board prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participated in the investigation of a complaint of discrimination. Complaints of retaliation may be directed to the Civil Rights Compliance Officer. In the event the Civil Rights Compliance Officer is the alleged offender, the report will be directed to another Civil Rights Compliance Officer, if the District has designated another individual to serve in such a capacity, or to the Superintendent.

Where appropriate, follow-up inquiries will be made to verify that discrimination has not resumed (or report otherwise)\_and that all those involved in the investigation of the discrimination have not suffered retaliation.

Americans With Disabilities Act, 42 United States Code (USC) Section 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq.  
Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000d et seq.  
Title IX of the Education Amendments of 1972, 20 United States Code (USC) Section 1681 et seq.  
20 USC Section 1701, et seq.  
45 CFR Section 84.40

**SUBJECT: INTERNET SAFETY/INTERNET CONTENT FILTERING POLICY**

**Filtering.** Pursuant to the Children's Internet Protection Act (CIPA), filtering software will be used to block minors' access to:

- visual depictions that are (a) obscene, (b) child pornography, or (c) harmful to minors; and
- Internet sites which, in the Board's determination, contain material which is "inappropriate for minors." (See below.)

Adult access to visual depictions that are obscene and/or child pornography will also be blocked. However, the Superintendent or his/her designee may disable the software to enable access to blocked sites for bona fide research or other lawful purposes.

**Matter Inappropriate for Minors.** The Board will (as it deems appropriate) determine by resolution what Internet material is "inappropriate for minors" in the District. This determination will be based on community standards.

**Safety of Minors When Using Direct Electronic Communications.** In using the computer network and Internet, minors are not permitted to reveal personal information (such as home addresses, telephone numbers, their real last names or any other information which might allow someone they are communicating with online to locate them) without appropriate supervision. No minor may arrange a face-to-face meeting with someone he/she "meets" on the computer network or Internet without his/her parent's permission.

**Unauthorized Access and Other Unlawful Activities.** It is a violation of this Policy to:

- use the School's computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access;
- damage, disable or otherwise interfere with the operation of computers, computer systems, software or related equipment through physical action or by electronic means; and/or
- violate state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or any other applicable law or municipal ordinance.

**Unauthorized Disclosure and Dissemination of Personal Identification Information Regarding Minors.** Personally identifiable information concerning minors may not be disclosed or used in any way on the Internet (e.g., on the District's web page or otherwise) without the permission of a parent or guardian. If a student is 18 or over, the permission may also come directly from the student.

**Instruction on Internet Social Interaction and Cyberbullying.** The District will educate students about appropriate online behavior, including interacting with other individuals on social networking websites/chat rooms as well as cyberbullying awareness and response.

**Monitoring.** Those responsible for supervising minors while using District computers will also be responsible for monitoring their online activities by circulating throughout the area where the computers are located and directly observing the nature of those activities.

**Regulations and Dissemination.** The Superintendent is authorized to develop and implement regulations consistent with this policy. The Superintendent will also be responsible for disseminating the policy and associated regulations to school personnel and students.

47 United States Code (USC) Sections 254(h) and 254(l)  
47 Code of Federal Regulations (CFR) Part 54  
Education Law Section 814



## Instruction

**SUBJECT: ANIMAL DISSECTION OPT-OUT****Dissection of Animals**

Any student expressing a moral or religious objection to the performance or witnessing of the dissection of an animal, either wholly or in part, shall be provided the opportunity to undertake and complete an alternative project approved by the student's teacher; provided, however, that such objection is substantiated in writing by the student's parent or person in parental relation to student. An alternate activity clearly related to and of comparable rigor will be assigned in lieu of laboratory dissection. Some examples of alternate activities include the use of computer simulations or research. Students who perform alternative projects shall not be penalized.

The District will give reasonable notice to all students enrolled in a course that includes the dissection of an animal and students' parent(s)/person(s) in parental relation about their rights to seek an alternate project to dissection. Such notice shall be made available upon request at the school and distributed to parents/persons in parental relation and students enrolled in a course that includes dissection at least once at the beginning of the school year.

Education Law Section 809

## **PROPOSED Policy #8490: Title IX and Sex Discrimination in the School District**

The District will comply with Title IX of the Education Amendments Act of 1972: no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the District.

This policy outlines the required elements under the law for published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX, and a grievance process that complies with federal regulations for formal complaints of violations of Title IX.

This policy is to be read and implemented alongside other District policies covering discrimination, anti-harassment, and other sex-based misconduct that may not fall within the scope of this policy and/or Title IX.

The Superintendent of Schools is directed to develop regulations to implement this policy in accordance with the provisions of law and established Board policies and regulations.

### **Pertinent Definitions**

For purposes of this policy and the implementing regulations, the District uses the following definitions:

**Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

**Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
- (3) Sexual assault, meaning forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation (FBI);
- (4) Dating violence, meaning violence committed by a person – (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship. (ii) The type of relationship. (iii) The frequency of interaction between the persons involved in the relationship.
- (5) Domestic violence, meaning felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- (6) Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to (A) fear for their safety or the safety of others; or (B) suffer substantial emotional distress.

**Supportive measures** mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent, regardless of whether a formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to

protect the safety of all parties or the District's educational environment, or deter sexual harassment. The range of supportive measures offered by the District may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school campus, and other similar measures.

**Title IX Coordinator:** the District shall appoint one (1) or more Title IX Coordinators, who shall carry out the duties required of them under the law.

### **Response to Reports of Sexual Harassment**

Any person may report sex discrimination. Making a report of sexual harassment is not the same as filing a formal complaint of sexual harassment. Although the District must respond to all reports it receives of sexual harassment, the Title IX grievance process outlined in this policy is only initiated with the filing of a formal complaint.

With or without a formal complaint, if the District has actual knowledge of sexual harassment in an education program or activity against a person in the United States, it must respond promptly in a manner that is clearly reasonable in light of the known circumstances.

The District must treat complainants and respondents equitably by offering supportive measures to a complainant, and by following a grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

The District's appointed Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

### **Response to a Formal Complaint**

In response to a formal complaint, the District will follow its grievance process as outlined in this policy and its implementing regulations. General requirements for the grievance process are as follows. The District will:

1. Treat complainants and respondents equitably by providing remedies to a complainant when a determination of responsibility for sexual harassment has been made against the respondent.
2. Treat complainants and respondents equitably by following the grievance process before the imposition of any disciplinary sanctions or actions that are not supportive measures against a respondent.
3. Design any remedies to restore or preserve equal access to the District's education program or activity.
4. Require an objective evaluation of all relevant evidence.
5. Provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
6. Require that a Title IX Coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
7. Ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on the definition of sexual harassment under federal Title IX regulations, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
8. Ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in federal regulations.
9. Ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
10. Presume the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

11. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

In general, the grievance process consists of the following elements: (1) receipt of complaint; (2) notification to parties; (3) investigation; (4) disclosure of evidence; (5) receipt of statements from parties; (6) generation of the investigative report; (7) submissions of questions/answers from parties; (8) hearing OR determination regarding culpability; (9) appeals (if filed).

#### *Receipt of Complaint*

The filing of a formal complaint initiates the grievance process. A formal complaint must be signed by the complainant, the complainant's parent or legal guardian as appropriate, or the Title IX Coordinator.

#### *Notification to Parties*

When a formal complaint is filed, the Title IX Coordinator must send a written notice of allegations to all parties which includes the identities of all known parties. Written notice must contain all elements required under the law.

#### *Investigation: Disclosure of Evidence, Receipt of Statements from Parties, and Generation of Investigative Report*

The District must investigate the allegations in a formal complaint. When investigating a formal complaint and throughout the grievance process, the District must:

1. Ensure the burden of proof and burden of gathering evidence sufficient to reach a determination regarding responsibility fall on the District, rather than the parties (provided that the District cannot access, consider, disclose, or otherwise use a party's records that are made/maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains that party's voluntary, written consent to do so for a grievance process. If the party is not yet an eligible student under the Family Educational Rights and Privacy Act (FERPA), consent must be obtained from a parent or legal guardian.
2. Provide an equal opportunity for the parties to present witnesses.
3. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
4. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice (who may be an attorney), and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding (although restrictions may be established and equally imposed regarding the extent of the advisor's participation).
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
6. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the District must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The District must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination;
7. Prior to the completion of the investigative report, provide the parties with at least ten (10) days to submit a written response following review of the evidence, which the investigator will consider; and
8. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a hearing (if a hearing is held) or other time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

### ***Submissions of questions/answers from parties***

With or without a hearing, after the District sends the investigative report to the parties but before making a determination, the decision-maker must provide each party the opportunity (1) to submit written, relevant questions that it wants asked of a party or witness, (2) provide each party with the answers, and (3) allow for additional, limited follow-up questions from each party.

### ***Hearing or Determination regarding culpability***

The District has a choice as to whether it will offer an informal resolution process and whether it will offer a hearing. With or without a hearing, the decision-maker will render a determination regarding culpability to the parties.

### **Timing for Grievance Process**

The District will strive to complete the grievance process and interim steps within reasonably prompt time frames. These time frames will allow for a temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity, or the need for language assistance or accommodation of disabilities.

Estimated time frames for steps in the grievance process shall be included in regulations promulgated by the Superintendent. Estimated time frames required to be published in District policy are outlined below. Depending on the nature of the complaint or other circumstances, the listed time frames may be longer.

1. For the conclusion of the grievance process: within sixty (60) calendar days after receipt of formal complaint.
2. For filing appeals: within fifteen (15) school days of notice of determination.
3. For the resolution of appeals: within twenty-five (25) school days of filing of appeal.
4. For the informal resolution process, if offered: within thirty (30) school days (but within a reasonably prompt time frame, if not)

### **Standard of evidence**

The standard of evidence to be used to determine responsibility is the preponderance of the evidence standard. The District will apply the same standard of evidence for formal complaints against students as for formal complaints against employees, including faculty, and apply the same standard of evidence to all formal complaints of sexual harassment.

### **Disciplinary sanctions and remedies**

After a determination of responsibility, the range of possible disciplinary sanctions and remedies include any disciplinary outcome listed in the District's Code of Conduct, including up to expulsion.

### **Appeals**

Following a determination by the District, a complainant or respondent may appeal on the following bases, which must be identified in the appeal: (1) A procedural irregularity that affected the outcome of the matter; (2) new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and (3) the existence of a conflict of interest or bias for/against complainants or respondents generally or for/against the individual complainant or respondent held by the Title IX Coordinator, investigator, or decision-maker that affected the outcome of the matter.

Either party may file an appeal from a determination regarding responsibility or from the District's dismissal of a formal complaint or any of its allegations. Appeals must be submitted in writing to the Title IX Coordinator within fifteen (15) school days of the written notice of the determination regarding responsibility or dismissal of the formal complaint or any of its allegations.

Upon receipt of an appeal, the District will:

- a) Notify the other party in writing that an appeal has been filed and implement appeal procedures equally for both parties;
- b) Ensure that any decision-maker for the appeal:
  - 1. Is not the same person as any decision-maker that reached the initial determination regarding responsibility or dismissal, investigator, or Title IX Coordinator;
  - 2. Does not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- c) Give all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome. Parties will have to submit these written statements after the parties have been notified of the appeal;
- d) Issue a written decision describing the result of the appeal and the rationale for the result; and
- e) Provide the written decision simultaneously to the Title IX Coordinator, the Superintendent, and all parties after receiving the parties' written statements in support of, or challenging, the outcome.